

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

**CONTRACT DOCUMENTS**

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

**NORTHSIDE SCHOOL CLASS 1 BIKE PATH  
PROJECT**

Cool, California

**CONTRACT NO. PW 11-30628 / CIP NO. 72304 & 72306**

**Federal Aid Projects  
SRTSL 5925 (070)**

**FOR USE WITH  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,  
2010 STANDARD SPECIFICATIONS AND STANDARD PLANS**

**BID OPENING DATE: June 18, 2013 at 2:00 p.m.**

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

**NORTHSIDE SCHOOL CLASS 1 BIKE PATH  
PROJECT**

**CONTRACT NO. PW 11-30628 / CIP NO. 72304 & 72306**

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

**BIKE PATH/ROADWAY IMPROVEMENTS:**



Chandra Ghimire

Registered Civil Engineer

**DEPARTMENT OF TRANSPORTATION  
COUNTY OF EL DORADO, STATE OF CALIFORNIA  
NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT  
PW NO 11-30628 / CIP NO. 72304 & 72306**

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

**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:

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**CONTRACT No. PW 11-30628, CIP No. 72304 & 72306**

will be received by the Clerk to the Board of Supervisors, at the Board of Supervisors Office, 330 Fair Lane, Placerville, California, until **June 18<sup>th</sup>, 2013 at 2:00 P.M.**, at which time bids will be publicly opened and read by the El Dorado County Department of Transportation.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the El Dorado County Department of Transportation. The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety. All bids must be clearly marked on the envelope:

**"PROPOSAL FOR NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT"**

**CONTRACT NO. PW 11-30628, CIP NO. 72304 & 72306**

**TO BE OPENED AT 2:00 P.M. – TUESDAY, JUNE 18<sup>TH</sup>, 2013**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located along Highway 193 and Highway 49, in Cool in El Dorado County. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Construction of a new class I bike path, extension of Knickerbocker Creek culvert, relocation of a street light, and intersection improvements. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions shall be performed, constructed or installed.
- B. Bids are required for the entire Work described herein.
- C. The contract time shall be SIXTY (60) WORKING DAYS.
- D. For bonding purposes the anticipated project cost is less than \$ 1,700,000.
- E. A pre-bid meeting is scheduled for this project on **Wednesday, June 5<sup>th</sup>, 2013 at 1:30 p.m.** at the El Dorado County Department of Transportation, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The Contract Documents Books and Plans may be examined at the El Dorado County Department of Transportation or may be purchased in person or by mail from the Department of Transportation, 2850 Fairlane Court, Placerville, California, 95667. The purchase price of each set of Contract Documents Books and Plans (half size plans are included in each set) is EIGHTY DOLLARS (\$80.00) and is not refundable. To receive Contract Documents and Plans by Federal Express, send request and payment prior to shipping and include an additional THIRTY DOLLARS (\$30.00), for a total of ONE HUNDRED TEN DOLLARS (\$110.00), to include shipping and handling. For information regarding the purchase of the Contract Documents book and Plans contact Sheri Woodford at (530) 621-5941.

**Only Contract Documents Books and Project Plans purchased from the Department of Transportation will be acceptable for bid submittal.**

The contract cross-sections are available to *Contract Document* holders. The cross sections will be provided to *Contract Document* holders as .pdf files on the DOT's website: <http://www.edcgov.us/Government//DOT/Bids.aspx>.

Information handout consists of:

- Final Geotechnical Report, Northside School Class 1 Bike Path Project, El Dorado County, CA by Blackburn Consulting dated April 16, 2013.
- Revised Standard Plans.
- Technical Memorandum for Naturally Occurring Asbestos Testing by County of El Dorado Environmental Management Division dated April 10, 2013.

**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 the Contract is awarded, 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 El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

**SUBCONTRACTOR LIST:** Each Proposal must have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5 % of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also describe in the Subcontractor Listing 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 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 Janel Gifford, El Dorado County Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 626-0387 by 4:00 p.m. on the first business day 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 the contract is awarded, 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.

**BUY AMERICA:** This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:** The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

The Disadvantaged Business Enterprise (DBE) contract goal is 13%.

The UDBE Good Faith Effort Submittal Information Handout is available at

<http://www.edcgov.us/Government/DOT/DBE.aspx>

The problems and solutions listed in the Handout apply to DBE Good Faith Efforts Submittals.

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

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**

##### **(GOVERNMENT CODE SECTION 12990)**

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

Comply with the 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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.

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 Section 7-1.11 of the special provisions and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

**TRAINING:** For the Federal training program, the number of trainees or apprentices is 0.

**BID SECURITY:** A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid for bid and shall be cash, a certified check or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado **on the form provided in the Proposal section of these Contract Documents (do not detach the form).**

**BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- (i.) Violations of Federal law or regulations and the standards of 49 CFR Part 18 Section 18.36 (b) (12) (i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- (ii.) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

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

**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) working 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 Janel Gifford, 2850 Fairlane Court., Placerville, CA 95667, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors’ consideration and action. The Department of Transportation 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 shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bidder’s security. Award will then be made to the next lowest, responsive, responsible Bidder.

**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 shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**PROJECT ADMINISTRATION:** All communications relative to the Contract Documents book and Plans must be directed to Janel Gifford in the El Dorado County Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667, Janel.Gifford@dcdgov.us; telephone: (530) 621-5974. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents book and Plans or written responses to bidders’ inquiries. Responses to bidders’ inquiries and addenda will be posted on the Department of Transportation website at [www.edcdgov.us/Government/DOT/Bids.aspx](http://www.edcdgov.us/Government/DOT/Bids.aspx). It is the bidders’ responsibility to check this website for responses and addenda during the bid period.

The list of plan holders will also be posted on the Department of Transportation website at [www.edcdgov.us/Government/DOT/Bids.aspx](http://www.edcdgov.us/Government/DOT/Bids.aspx).

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 May 21, 2013, at Placerville, California.

By \_\_\_\_\_  
Kimberly A. Kerr, Interim Director,  
Department of Transportation  
County of El Dorado

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

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW#11-30628**

**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 project supplemental information.

**ABBREVIATIONS, LINES, SYMBOLS AND LEGEND**

<b>A10A</b>	<b>Abbreviations (Sheet 1 of 2)</b>
<b>A10B</b>	<b>Abbreviations (Sheet 2 of 2)</b>
<b>A10C</b>	<b>Lines and Symbols (Sheet 1 of 3)</b>
<b>A10D</b>	<b>Lines and Symbols (Sheet 2 of 3)</b>
<b>A10E</b>	<b>Lines and Symbols (Sheet 3 of 3)</b>
<b>A24D</b>	<b>Pavement Markings - Words</b>
<b>A62A</b>	<b>Excavation and Backfill - Miscellaneous Details</b>
<b>A62B</b>	<b>Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall</b>
<b>A62E</b>	<b>Excavation and Backfill - Cast-In-Place Reinforced Concrete Box and Arch Culverts</b>
<b>A62F</b>	<b>Excavation and Backfill - Metal and Plastic Culverts</b>

**CRASH CUSHIONS**

**FENCES**

<b>A85</b>	<b>Chain Link Fence</b>
<b>A85A</b>	<b>Chain Link Fence Details</b>
<b>RSP A85B</b>	<b>Chain Link Fence Details</b>
<b>A86</b>	<b>Barbed Wire and Wire Mesh Fences</b>
<b>A86A</b>	<b>Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade</b>
<b>A86B</b>	<b>Barbed Wire and Wire Mesh Fence Details</b>
<b>A86C</b>	<b>Barbed Wire and Wire Mesh Fence Details at Ditch Crossing</b>

**CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING**

<b>A87A</b>	<b>Curbs and Driveways</b>
<b>A87B</b>	<b>Hot Mix Asphalt Dikes</b>
<b>A88A</b>	<b>Curb Ramp Details</b>

**DRAINAGE INLETS, PIPE INLETS AND GRATES**

<b>RSP D73</b>	<b>Drainage Inlets</b>
<b>D73A</b>	<b>Drainage Inlets (Precast)</b>
<b>D75A</b>	<b>Steel Pipe Inlets</b>
<b>D75C</b>	<b>Pipe Inlets - Ladder and Trash Rack Details</b>

<b>RSP D77B</b>	<b>Bicycle Traversable Grate Details</b>
	<b>PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS</b>
<b>D87A</b>	<b>Corrugated Metal Pipe Downdrain Details</b>
<b>D87D</b>	<b>Overside Drains</b>
	<b>CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS</b>
<b>D88</b>	<b>Construction Loads on Culverts</b>
	<b>PIPE CULVERT HEADWALLS, ENDWALLS, WINGWALLS AND JUNCTION STRUCTURE</b>
<b>D89</b>	<b>Pipe Culvert Headwalls - Straight and "L"</b>
<b>D93C</b>	<b>Pipe Riser with Debris Rack Cage</b>
	<b>FLARED END SECTIONS</b>
<b>D94A</b>	<b>Metal and Plastic Flared End Sections</b>
	<b>PIPE COUPLING AND JOINT DETAILS</b>
<b>D97A</b>	<b>Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connections</b>
<b>D97C</b>	<b>Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers</b>
<b>D97D</b>	<b>Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands</b>
<b>D97E</b>	<b>Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint</b>
<b>D97G</b>	<b>Corrugated Metal Pipe Coupling Details No. 7 - Downdrain</b>
	<b>TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN</b>
<b>T1B</b>	<b>Temporary Crash Cushion, Sand Filled (Bidirectional)</b>
<b>T2</b>	<b>Temporary Crash Cushion, Sand Filled (Shoulder Installations)</b>
<b>T3A</b>	<b>Temporary Railing (Type K)</b>
<b>T3B</b>	<b>Temporary Railing (Type K)</b>
<b>T13</b>	<b>Traffic Control System for Lane Closure on Two Lane Conventional Highways</b>
	<b>TEMPORARY WATER POLLUTION CONTROL</b>
<b>T51</b>	<b>Temporary Water Pollution Control Details (Temporary Silt Fence)</b>
<b>T54</b>	<b>Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)</b>
<b>T55</b>	<b>Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)</b>
<b>T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T57</b>	<b>Temporary Water Pollution Control Details (Temporary Check Dam)</b>
<b>T58</b>	<b>Temporary Water Pollution Control Details (Temporary Construction Entrance)</b>
<b>T59</b>	<b>Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)</b>
<b>T60</b>	<b>Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)</b>
<b>T62</b>	<b>Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)</b>
<b>T63</b>	<b>Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)</b>
<b>T65</b>	<b>Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]</b>
	<b>RETAINING WALLS</b>
<b>RSP B3-5</b>	<b>Retaining Wall Details No. 1</b>
<b>B3-6</b>	<b>Retaining Wall Details No. 2</b>
	<b>CHAINLINK RAILING, CABLE RAILING AND TUBULAR HAND RAILING</b>
<b>B11-7</b>	<b>Chain Link Railing</b>

<b>RSP B11-47</b>	<b>Cable Railing</b>
	<b>ROADSIDE SIGNS</b>
<b>RS1</b>	<b>Roadside Signs, Typical Installation Details No. 1</b>
<b>RS2</b>	<b>Roadside Signs - Wood Post, Typical Installation Details No. 2</b>
<b>RS4</b>	<b>Roadside Signs, Typical Installation Details No. 4</b>
<b>S89</b>	<b>Roadside Sign - Formed Single Sheet Aluminum Panel</b>
<b>S93</b>	<b>Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape</b>
<b>S94</b>	<b>Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape</b>
<b>S95</b>	<b>Roadside Single Sheet Aluminum Signs, Diamond Shape</b>
	<b>ELECTRICAL SYSTEMS</b>
<b>ES-6A</b>	<b>Electrical Systems (Lighting Standard, Types 15 and 21)</b>
<b>ES-11</b>	<b>Electrical Systems (Foundation Installations)</b>
<b>ES-13A</b>	<b>Electrical Systems (Splicing Details)</b>

# SPECIAL PROVISIONS

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

**Add to section 1-1.01:**

#### Bid Items and Applicable Sections

Item code	Item description	Applicable section
072007	EXCAVATION SAFETY	7
074035A	TEMPORARY CREEK DIVERSION	19
080050	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	8
128651A	PORTABLE CHANGEABLE MESSAGE SIGN (PER SIGN-DAY)	12
149002A	PREPARE ASBESTOS DUST MITIGATION PLAN	14
150714A	REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	15
152395	RELOCATE STREET LIGHT	15
152356A	RELOCATE WATER LINE, ELECTRICAL LINE AND LANDSCAPING (DRIVEWAY RELOCATION STATION P1 24+75 TO 28+25)	15
153122A	REMOVE CONCRETE (PORTION OF EX KNICKERBOCKER CREEK WINGWALL AND CUTOFF WALL)	15
160102A	REMOVE TREE	16
390132A	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P1 11+40)	39
390132B	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P1 19+00)	39
390132C	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P1 20+00)	39
390132D	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P1 22+60)	39
390132E	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P1 32+80)	39
390132F	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P1 40+00)	39
390132G	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P2 20+00)	39
390132H	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P2 26+50)	39
390132I	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P2 32+00)	39
390132J	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P2 36+90)	39
390132K	HOT MIX ASPHALT (TYPE A) DRIVEWAY CONFORM DEEP LIFT HMA (P2 40+75)	39
520107A	BAR REINFORCING STEEL (CULVERT)	52
560253A	FURNISH FIBERGLASS REINFORCED PLASTIC SIGN PANEL (0.135", "WARNING ELECTRIFIED FENCE" SAFETY SIGN ALONG PROPERTY FENCE)	80
566011A	INSTALL SIGN (WOODEN POST-BIKE TRAIL)	56

566011B	EDGE BOLLARD (WOODEN- BIKE TRAIL)	56
566011C	FLEXIBLE CENTER BOLLARD (BIKE TRAIL)	56
641125A	36" CORRUGATED PLASTIC PIPE (SMOOTH INTERIOR)	64
700638A	36" CORRUGATED STEEL PIPE INLET (0.079" THICK) (ODI & GMP)	70
700638B	24" CORRUGATED STEEL PIPE INLET (0.079" THICK) (OMP)	70
700656A	48" CORRUGATED STEEL PIPE INLET (0.136" THICK) (OMP)	70
705001A	8" STEEL FLARED END SECTION	70
800001B	SIMULATED WOOD FENCE	80
800060A	REPLACE FENCE (TYPE BW OR WM)	80
800101/ 800102	TEMPORARY FENCE (TYPE BW or WM)	80
840656A	4" TRAFFIC STRIPE	84

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

**APN:** Accessor's Parcel Number.

**AT&T:** Communications utility company.

**Replace the definition of Bid Item List 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.

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

**CEQA/ CEQA DOCUMENT:** California Environmental Quality Act. CEQA document for this project is the "Initial Study/ Mitigated Negative Declaration for the Northside Bicycle Path Project", dated October 2008.

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

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

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

**Contract approval:** Execution of the Contract by the Board of Supervisors, 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.

**DE:** Drainage Easement.

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

**Department:** The Department of Transportation as created by the Board of Supervisors for 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.

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

**DFG:** California Department of Fish and Game.

**DTM:** Caltrans District (3) Traffic Manager.

**Replace the corresponding definition in section 1-1.07B:**

**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.

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

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

**GDPUD:** Georgetown Divide Public Utility District (Water and Sewer).

**Geotechnical Engineer:** County supplied Geotechnical Engineer.

**Delete informal-bid contract in section 1-1.07B.**

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

**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.

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

**P1:** Phase 1 (CIP# 72304)

**P2:** Phase 2 (CIP #72306)

**Paleontologist:** County supplied paleontologist.

**PG&E:** Pacific Gas and Electric utility company.

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

**PUE:** Public Utility Easement.

**Replace the corresponding definitions in section 1-1.07B under “specifications” definitions:**

**2. Revised standard specifications:** New or revised standard specifications. These specifications are in a section titled *Revised Standard Specifications* of a book titled *Contract Documents including Notice to Bidders, Special Provisions, Proposal, and Contract*.

**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*.



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

**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 its Department of Transportation

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

**TCE:** Temporary Construction Easement.

**USFWS:** United States Fish and Wildlife Service.

**USACOE:** United States Army Corps of Engineers

**Add to section 1-1.09:**

This project is in a freeze-thaw area.

**Add to section 1-1.11**

Reference or agency or department unit	Web site	Address	Telephone no.
County of El Dorado Department of Transportation	http://www.edcgov.us/DOT/	2850 Fairlane Court Placerville, CA 95667	
County of El Dorado Department of Transportation Office Engineer		2850 Fairlane Court Placerville, CA 95667	(530) 621-5974

**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 Contract.*

^^

**2 BIDDING**

**Replace the 2<sup>nd</sup>, 3<sup>rd</sup>, and 5<sup>th</sup> paragraphs of section 2-1.06A with:**

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

1. El Dorado Builders' Exchange at [www.goodbuilders.org](http://www.goodbuilders.org)
2. Mc Graw-Hill Construction Dodge at [www.fwdodge.com](http://www.fwdodge.com)
3. Construction Bid Board at [www.ebidboard.com](http://www.ebidboard.com)
4. On Line Plan Service at [www.barryhund.com/index.html](http://www.barryhund.com/index.html)

The Notice to Bidders and plan holders list can be viewed at:

<http://www.edcgov.us/Government/DOT/Bids.aspx>

The *Notice to Bidders* includes how and where to obtain the Contract Documents book and project Plans. The Contract Documents book includes the *Notice to Bidders*, revised standard specifications, special provisions, Proposal, and Contract.

**Delete the 4<sup>th</sup> paragraph of section 2-1.06A.**

**Replace the 1st paragraph of the RSS for section 2-1.06 with:**

If an *Informational Handout* or cross sections are available you may view them at:

<http://www.edcgov.us/Government/DOT/Bids.aspx>

**Add to 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.

The Department makes the following supplemental project information available:

Means	Description
Cross Section Included in <i>Information Handout</i> Available as specified in the <i>Notice to Bidders</i>	Contract General Cross Section  "Final Geotechnical Report, Northside School Class 1 Bike Path Project, El Dorado County, CA by Blackburn Consulting" dated April 16, 2013. Technical Memorandum for Naturally Occurring Asbestos by County of El Dorado Environmental Management Division dated April 10, 2013.
Available for inspection at the Caltrans District 3 Office: PDP Administrator: Julia Williams 703 B St, 1 <sup>st</sup> Floor Marysville, CA 95901 Telephone no.:530-741-5129 <a href="http://www.dot.ca.gov/dist3/documents/AsBuiltPlanRequestInfo.pdf">http://www.dot.ca.gov/dist3/documents/AsBuiltPlanRequestInfo.pdf</a>	Bridge as-built drawings

**Replace "Reserved" in section 2-1.07 with:**

**2-1.07 FEDERAL LOBBYING RESTRICTIONS**

Section 2-1.07 applies to a federal-aid contract.

Under 31 USC § 1352:

None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal constitutes signature of the Certification.

The certification and disclosure of lobbying activities must be included in each subcontract and any lower-tier contracts exceeding \$100,000. Submit all disclosure forms regardless of tier, but not certifications.

You, your subcontractors, and any lower-tier contractors must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form you, your subcontractors, and any lower-tier contractors previously filed. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**Add to section 2-1.12B(1):**

The Contractor shall also carry out applicable requirements of 49 CFR Part 18 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 49 CFR Part 18 are as follows:

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

are solicited whenever they are potential sources;

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

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.

**Replace 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> paragraphs of section 2-1.12B(2) with:**

Submit DBE information on the Local Agency Bidder-DBE Commitment (Construction Contracts), Exhibit 15-G, form included in the Proposal. If the form is not submitted with the Proposal, make a copy of the form before submitting your Proposal.

If the DBE Commitment form is not submitted with the Proposal, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form via email or fax to Office Engineer, email-Janel.Gifford@edcgov.us, Fax-(530) 626-0387 by 4:00 pm on the 4<sup>th</sup> business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless County requests it. If County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request via email or fax to Office Engineer, email-Janel.Gifford@edcgov.us, Fax-(530) 626-0387.

**Replace the 1<sup>st</sup> paragraph of section 2-1.12B(3) with:**

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the Proposal showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the Proposal, make a copy of Exhibit 15-H before submitting your Proposal. If good faith efforts documentation is not submitted with the Proposal, it must be received via email or fax to Office Engineer, email-Janel.Gifford@edcgov.us, Fax-(530) 626-0387 by 4:00 pm on the 4<sup>th</sup> business day after bid opening.

**Add to section 2-1.12B(3):**

As provided in 49 CFR 26.53(d) if the Department determines that the apparent successful Bidder failed to meet the Good Faith Effort requirements, the Department will provide the apparent successful low Bidder an opportunity for administrative reconsideration before awarding the Contract. The Department will provide the apparent successful low Bidder an opportunity to submit written documentation or argument and meet in person with the reconsideration official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The reconsideration official is someone who did not participate in the original determination that the goal or good faith effort was not met.

**Replace section 2-1.15 "Disabled Veterans Business Enterprise" with:**

**2-1.15 RESERVED**

**Replace section 2-1.18 “Small Business and Non-Small Business Subcontractor Preferences” with:**

**2-1.18 RESERVED**

**Delete the 1<sup>st</sup> and 2<sup>nd</sup> paragraph of section 2-1.24.**

**Replace section 2-1.27 “California Companies” with:**

**2-1.27 RESERVED**

**Replace the 1<sup>st</sup> paragraph of section 2-1.33A with:**

Complete the Proposal in the Contract Documents book. Submit the Proposal bound to the Contract Documents book. Failure to submit the Proposal bound to the Contract Documents book results in a non-responsive bid.

**Delete the 3<sup>rd</sup> paragraph of section 2-1.33C.**

**Replace the 2<sup>nd</sup> paragraph of section 2-1.33C and added paragraph shown in the RSS for section 2-1.33C with:**

The Subcontractor List in the Proposal must show the name, contractor’s license number, and address of 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 calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). You may submit the percentage of each bid item subcontracted with your Proposal or email or fax to Office Engineer, email-Janel.Gifford@edcgov.us, Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax must contain the name of each subcontractor submitted with your Proposal along with the bid item number, bid item description, and the percentage of each bid item subcontracted. Failure to do so results in a non-responsive bid.

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

4. 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:**

You must complete the Bidder's bond form included in the Proposal bound to the Contract Documents book. Copy the form and staple the executed form to the form included in the Proposal, or unbind the form for execution, and rebind it. Failure to submit the entire Proposal bound to the Contract Documents book results in a non-responsive bid.

If applicable, submit proof of each required SSPC QP certification with your Proposal. Failure to do so results in a non-responsive bid.

**Replace the 1<sup>st</sup> paragraph of section 2-1.37 with:**

For Proposal submittal comply with the instructions in the *Notice to Bidders* and section 2-1.33A.

**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 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) 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:

- (i.) Violations of Federal law or regulations and the standards of 49 CFR Part 18 Section 18.36 (b) (12)(i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State or County; and
- (ii.) 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 five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by Office Engineer, Attention Janel Gifford, 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 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-[Janel.Gifford@edcgov.us](mailto:Janel.Gifford@edcgov.us), Fax-(530) 626-0387. Requests for bid relief must be in writing within 5 business day 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.

**Delete section 2-1.49.**

^^

**3 CONTRACT AWARD AND EXECUTION**

**Delete the 1<sup>st</sup> paragraph of section 3-1.04.**

**Replace the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of section 3-1.04 with:**

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

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

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

**Delete the paragraph added to the end of section 3-1.04 in the RSS.**

**Replace section 3-1.05 with:**

**3-1.05 CONTRACT BONDS (PUB CONT CODE § 7103)**

The successful Bidder must furnish two bonds:

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

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

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

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

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

**Replace section 3-1.08 “Small Business Participation Report” with:**

**3-1.08 RESERVED**

**Replace section 3-1.11 with:**

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

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

**Delete section 3-1.12.**

**3-1.14 RESERVED**

**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* including the attached form FHWA-1273
2. Contract Bonds
3. Documents identified in section 3-1.07 and 7-1.06
4. County *Payee Data Record* form
5. California Form 590-Withholding Exemption Certificate
6. Documents identified in and marked as specified in section 3-1.14, if applicable.

Office Engineer must receive these documents within the 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 Engineer provides the successful Bidder after contract approval:

1. 6 sets of half-size Plans
2. 3 sets of full-size Plans



3. 6 copies of the Contract Documents Book

**Replace section 3-1.19 with:**

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

The Department returns the securities of the unsuccessful Bidders within 60 days Contract award. The Department returns the successful Bidder's security within 60 days of Contract execution.

^^

**4 SCOPE OF WORK**

**Delete section 4-1.07C.**

^^

**5 CONTROL OF WORK**

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

Ensure the Department's, Caltrans, FHWA, USACOE, DFG, California Regional Water Quality Control Board Central Valley Region, GDPUD, Pacific Gas and Electric, and AT&T safe access to the work. Furnish facilities necessary for the Department's, Caltrans, FHWA, USACOE, DFG, California Regional Water Quality Control Board Central Valley Region, GDPUD, Pacific Gas and Electric, and AT&T inspection. You agree that DFG, USACOE & Central Valley RWQCB or authorized representative personnel may enter the project site to verify compliance with the agreements and permits.

**Delete section 5-1.09.**

**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 the 2nd paragraph of section 5-1.13B(1) with:**

Use each DBE Subcontractor as listed on the Subcontractor List form and the Local Agency Bidder – DBE Commitment (Construction Contracts) Exhibit 15-G form unless you receive authorization for a substitution.

**Replace the last sentence of the 7th paragraph of 5-1.13B(1) with:**

Submit the form with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

**Replace the 2nd sentence of the 8<sup>th</sup> paragraph of section 5-1.13B(1) with:**

Submit the form with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

**Replace the 2<sup>nd</sup> paragraph of section 5-1.13B(2) with:**

DBEs must perform work or supply materials as listed in the Local Agency Bidder-DBE Commitment (Construction Contracts), Exhibit 15-G form.

**Replace the 7<sup>th</sup> paragraph of section 5-1.13B(2) with:**

Unless the Department authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Department does not pay for work listed on the Local Agency Bidder-DBE Commitment (Construction Contracts), Exhibit 15-G form unless it is performed or supplied by the listed DBE or an authorized substitute.

**Replace section 5-1.13C “Disabled Veterans Business Enterprise” with:**

**5-1.13C RESERVED**

**5-1.13D RESERVED**

**Add to section 5-1.20B(1):**

Appendix D has copies of the following public agency permits obtained by the Department:

1. U.S. Army Corps of Engineers Nationwide Permit number 14.
2. Central Valley Regional Water Quality Control Board Clean Water Act 401 Technically Conditioned Water Quality Certification.
3. California Department of Fish and Game Streambed Alteration Agreement.
4. State of California Encroachment Permit – before beginning at work within state right of way obtain a no cost State of California Encroachment permit from:

CALTRANS, DISTRICT 3  
PERMIT ENGINEER  
703 B Street  
Marysville, CA 95901  
(530) 741-4403

**Replace item 2 of the 1<sup>st</sup> paragraph section 5-1.20B(4):**

2. Request, execute, and submit Department-supplied *Release from Liability* form.

**Add to the 1<sup>st</sup> paragraph of section 5-1.20B(4):**

3. Obtain authorization to start.

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

The Department has obtained easements from:

CIP# 72304: Northside School Class 1 Bike Path- Phase 1 (SR 193):

APN	TYPE OF EASEMENT			
	TCE	DE	PG&E	PUE
071-080-17	X			
071-500-36	X			
071-500-30	X	X		
071-500-42	X	X	X	X
071-051-01		X		

CIP# 72306: Northside School Class 1 Bike Path- Phase 2 (SR 49):

APN	TYPE OF EASEMENT			
	TCE	Slope & DE	PG&E	PUE
071-390-05	X			
071-390-10	X	X		
071-390-09	X			
071-390-02	X			
071-390-01	X			
071-480-07	X			

Temporary Construction Easements allow the County or its agents, employees, and contractors the right of ingress and egress as may be reasonably necessary for construction purposes inclusive of such repairs, replacements, and removals as well as for other purposes incidental to construction of the project, including any staging, stockpiling, and parking of construction vehicles and equipment unless such use would violate any conditions of the permits or Section 13.

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

**5-1.20E COORDINATION WITH PROPERTY OWNERS**

You must obtain from the Engineer a list of all the property owner names and contact information. A copy of the Right of Way Certification and a list of the property owners' contact information must be kept on-site at all times. You must maintain access to cross street and access to driveways at all times, unless you receive written approval from the property owners for driveway closures times and days of specific operations. Copies of all written permission of driveway closures from property owners must be submitted to the Engineer at least five (5) days prior to any driveway closure. **You will be fined \$1000/day for each day you fail to maintain cross street and driveway access.**

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.

The County has entered into agreement with adjacent property owners for access and construction.

Residential encroachments that are unpaved and under construction must be maintained for safe ingress and egress, graded smooth, compacted firmly for uniform driving surface. You are responsible to maintain encroachments during their construction.

The conditions of the agreements with adjacent property owners, permits and any temporary construction easements are made a part of these special provisions. You must comply with those conditions and obtained required permits.

**Replace the 3<sup>rd</sup> paragraph of section 5-1.23A with:**

Each sheet of a submittal must include:

1. Contract number and CIP number: 72304 and 72306
2. Project name: Northside School Class 1 Bike path (Phase 1-SR193, Phase 2-SR49)
3. District – County - Route – Post Mile or County Road name: ED 193 PM 0.0/0.84  
ED 49 PM 34.4/35.4
4. Structure name and number, if any: Knickerbocker Creek Culvert, Bridge No. 25-0123

**Replace section 5-1.24 with:**

**5-1.24 COST PRINCIPLES**

Comply with the Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, regarding allowable elements of cost for the Work to be performed under this Contract.

- A. You and your subcontractors must comply with 2 CFR Part 225 (formerly OMBA-87), Cost Principles for State, Local And Indian Tribal Governments; with Federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and with Contract Cost Principles, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Parts 31 et seq., insofar as those regulations may apply. This provision applies to every sub-recipient receiving funds as a Contractor or subcontractor under this Contract.
- B. Any expenditures for costs for which you have received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment to County.
- C. Travel and per diem reimbursements, if applicable, and third-party contract reimbursements to subcontractors will be allowable as project costs only after you incur and pay for those costs.
- D. Notwithstanding any other provision of the Contract Documents to the contrary, payments for mileage, travel or subsistence expenses, if applicable, for your staff or your subcontractors claimed for reimbursement must not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates claimed are in excess of those authorized DPA rates, you are responsible for the cost difference, and you must reimburse County for any overpayments inadvertently within thirty (30) days of County's demand.
- E. You and your subcontractors must establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. Your and

your subcontractor's accounting systems must conform to Generally Accepted Accounting Principles (GAAP), must enable the determination of incurred costs at interim points of completion, and must provide support for reimbursement of payment vouchers or invoices.

**Add to section 5-1.26:**

Survey stakes will be attached by County staff to Bike Path side of Temporary Railing (Type K).

**Replace item 2 of the 2<sup>nd</sup> paragraph of section 5-1.26 with:**

2. On a *Request for Construction Staking* form.

**Add to 3rd paragraph of section 5-1.26:**

Survey stakes will be attached by County staff to Bike Path side of Temporary Railing (Type K).

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

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.

**Replace the 3<sup>rd</sup> paragraph of section 5-1.32 with:**

Defend, indemnify, and hold the County harmless to the same extent as under Article 5 "Indemnity" of the Agreement.

**Add to the 3<sup>rd</sup> paragraph of section 5-1.36D:**

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

**Georgetown Divide Public Utility District (water & sewer)**

**Main # 24 hr: (530) 333-4356**

Kelly Shively

(530) 333-4356

Fax (530) 333-9442

P. O. Box 4240

Georgetown, CA 95634

**Pacific Gas and Electric Company**

**AT&T**

**24 Hr # (800) 743-5000**

Susan Smith

(530) 889-3261

Fax (530) 889-3261

333 Sacramento Street

Auburn, CA 95603

**24 Hr # (866) 346-1168**

Astrid Willard

(916) 453-6136

Fax (916) 451-8504

3675 T Street Room 170

Sacramento, CA 95816-6648

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.

**Utilities Not Rearranged for Pile Driving, Drilling Activities, or Substructure Construction**

Utility	Approximate Location
GDPUD (water)	From P1 10+00 to P1 21+82, From P2 9+75 to 11+00, From P2 32+00 to P2 41+50, and P2 23+50
AT&T (Underground Communication and Fiber Optic and MH)	P1 44+20 MH From P2 9+75 to P2 62+30
AT&T (Underground Fiber Optic)	P1 10+55 to P1 11+00
PG&E Underground Electric	P1 51+60, From P1 25+00 to 29+00

**Replace the 1<sup>st</sup> and 2<sup>nd</sup> sentence of the 2<sup>nd</sup> paragraph of section 5-1.46 with:**

When the Engineer determines that the work is complete, the Engineer recommends to the Board of Supervisors that the contract be accepted and the Notice of Acceptance be recorded to accept the contract. Immediately after the acceptance by the Board of Supervisors, you are relieved from:

^^

**6 CONTROL OF MATERIALS**

**Replace the 1<sup>st</sup> sentence of the 3<sup>rd</sup> paragraph of section 6-3.05C with:**

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

**Replace the 3<sup>rd</sup> paragraph of section 6-3.05G with:**

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

^^

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### Add to section 7-1.02A:

County is relying on federal assistance or grants as well as 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 federal and 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 and Federal Highway Administration (FHWA) 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 49 CFR Part 18, 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 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. You must ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this contract.

### Replace section 7-1.02C "Emission Reduction" with:

#### Section 7-1.02C Emission Reduction

Sign the Emissions Reduction Certification in the Article 13 "Emission Reduction" of the Agreement.

### Add section 7-1.02D:

#### 7-1.02D REPORTING (49 CFR 18.36 (i) (8) & 49 CFR 18.40)

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.

### Add section 7-1.02E:

#### 7-1.02E COPYRIGHTS, TRADEMARKS, AND PATENTS [ 49 CFR 18.34 & 49CFR 18.36 (i) (8) & (9)]

This project will be funded, in part, with federal funds. 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:

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

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

**Add section 7-1.02F:**

**7-1.02F CLEAN AIR ACT AND CLEAN WATER ACT [49 CFR 18.36 (i) (12)]**

Comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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

**Add section 7-1.02G:**

**7-1.02G ENERGY POLICY AND CONSERVATION ACT [49 CFR 18.36 (i) (13)]**

Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).

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

**Add section 7-1.02H:**

**7-1.02H REHABILITATION ACT OF 1973 AND AMERICAN DISABILITIES ACT OF 1990**

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.

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

**Add to 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 and the Nondiscrimination Assurances attached as Exhibit C to the Draft Agreement of the Contract Documents.

**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 section 7-1.02K(2):**

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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. Contractor's



attention is directed to Section 7-1.11 of the Special Provisions and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

**Delete paragraphs 5 through 9 of section 7-1.02K(3).**

**Add to section 7-1.02K(4):**

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

**Replace the 1st sentence of the 1<sup>st</sup> paragraph of section 7-1.02K(6)(b) with:**

Comply with OSHA 29 CFR 1926 Subpart P.

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

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

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of earth material containing lead.

Submit a lead compliance plan.

Lead is present in earth material on the job site. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. Earth material on the job site:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

Lead is typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all excavated earth material on the right-of-way.

Handle earth material containing lead under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region5S—Central Valley
3. CA Department of Toxic Substances Control
4. EDC AQMD

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

**7-1.05 INDEMNIFICATION**

Comply with Article 5 “Indemnity” of the Agreement.

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

**7-1.06 INSURANCE**

**7-1.06A GENERAL INSURANCE REQUIREMENTS**

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

Without limiting your indemnification required by Article 5 “Indemnity” of the Draft Agreement, you must procure and maintain and must require any of your subcontractors to procure and maintain for the duration of the contract, including the one-year guarantee period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by you, your agents, representatives, employees or subcontractors. The following policies of insurance must be placed with insurers with a current A.M. Best’s rating of no less than A:VII. 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.

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:

Total Bid	For Each Occurrence <sup>1</sup>	Aggregate for Products/Completed Operation	General Aggregate <sup>2</sup>	Umbrella or Excess Liability <sup>3</sup>
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000				
≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000				
≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit applies separately to your work under this contract.
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.

\* See exclusion provisions for Small Business subcontractors in Section 7-1.06B.

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, State Contractors doing work within the right-of-way limits, Richard and Kristine Fiesler, the owners of APN 071-390-09, and Catherine Bos, the owner of APN 071-390-10, 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, the State, Richard and Kristine Fieseler, the owner of APN 071-390-09, and Catherine Bos, the owner of APN 071-390-10 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 Office Engineer.

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.

**Replace the table in section 7-1.11A shown in RSS with:**

**FHWA-1273 Nondiscrimination Clauses**

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes the FHWA-1273 Training and Promotion subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

**Add to section 7-1.11A:**

The provisions apply to all work performed on the contract including work performed by subcontract. The Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

^^

**8 PROSECUTION AND PROGRESS**

**Replace the 1st Sentence of 8-1.02B (1) with:**

Section 8-1.02B applies to this contract.

**Replace item 2.1. of the list in the 3<sup>rd</sup> paragraph of section 8-1.02B(2) with:**

Contract number and CIP number

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

- 8. Start milestone date as Notice of Award letter date

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

At the Construction Division Office, 2441 Headington Road, Placerville attend a pre-construction conference with key personnel, including all major superintendents for the work and 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) and preparing and obtaining Department's acceptance of the Critical Path Method (CPM) baseline schedule, any work performed in advance of the date stated in the Notice to Proceed is at your risk and as a volunteer. Submit a completed Subcontracting Request form, Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM), or equivalent and obtain approval before beginning work on a subcontract. Comply with applicable parts of section 5-1.13B(1).

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

**Add to section 8-1.03:**

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

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

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

The Engineer will issue Notice to Proceed within 12 days of Contract approval.

Do not start job site activities until the Department authorizes or accepts your submittal for CMP baseline schedule.

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

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

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

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

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

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

Contract working hours are 24-hours a day on Monday through Saturday unless otherwise authorized or dictated by Section 14-8 "Noise and Vibration" or Section 12-4 "Maintaining Traffic".

**Add to the end of section 8-1.06 as revised by the RSS:**

The Engineer may suspend work do 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 13-2.04 or 13-3.04, 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.

Since you are being made aware of this suspension of work prior to bid submittal, the Department does not pay for change order work for direct and indirect costs (including time related overhead, home office overhead, field office overhead, and mobilization or remobilization) related to this suspension of work.

**Add to section 8-1.10C:**

Liquidated damages for not completing the work by October 30, 2013 are \$ 3000 per day.

**You will be fined \$1000/day for each day you fail to maintain cross street and driveway access.**

**Delete the revision made to section 8-1.10D in the RSS.**

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

Refer to Article 9 “Termination By County for Convenience” and 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” and Article 10 “Termination By County for Cause” of the Agreement.

^^

**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:**

You and/or your subcontractors must pay subcontractors within 10 days of receipt of each progress payment unless otherwise agreed to in writing (Bus & Prof Code § 7108.5). In addition, Federal Regulation (49CFR 26.29) requires you and your subcontractors to pay subcontractors within 30 days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the Department. 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.

You must include in your subcontracts language providing that you and your subcontractors will use a dispute resolution process to resolve payment disputes.

**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*.

**Replace the last sentence of the 1st paragraph of section 9-1.16E(3) with:**

The documents include QC plans, schedules, traffic control plans, water pollution control submittals, and dust control submittals.

**Add to the 1<sup>st</sup> paragraph of section 9-1.16E(3):**

If you fail to comply with water pollution control or dust control requirements, the Department withholds part of the progress payment.

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

Stop notice information may be obtained from the Department's Construction Division.

**Replace the 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. The Department will release retention incrementally (49 CFR 26.29) as follows:

1. When 25% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld up to this point;
2. When 50% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld since the previous release;
3. When 75% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld since the previous release.
4. The remaining retained funds shall be retained until thirty five (35) days after recordation of the Notice of Acceptance.

Work increments deemed complete by the Engineer under this section do not affect your other contractual obligations pertaining to that work, including the commencement of the warranty period or your obligation of maintenance and responsibility for that increment of work. Relief from maintenance and responsibility is at the discretion of the Engineer and must conform to the provisions of section 5-1.38.

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. You and/or your subcontractor must return all monies withheld in retention from subcontractors within 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 in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor.

**Replace section 9-1.22 "Arbitration" with:**

**9-1.22 DISPUTES RESOLUTION**

As permitted by Public Contract Code section 20104, the County has elected to resolve any claims between you and the County pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code. Sections 5-1.43 and 9-1.17 describe the contract claim procedure. The provisions of these sections constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with the contract claim procedure in accordance with the Contract Documents, including, sections 5-1.43 and 9-1.17. Step two is the filing of a timely Government Code Section 910 et seq. claim in accordance with the California Government Code. Any such claim shall affirmatively indicate your prior compliance with the contract claim procedure and previous dispositions under sections 5-1.43 and 9-1.17. Any claim that fails to conform to the contract claim procedure required in step one may not be asserted in any subsequent Government Code Section 910 et seq. claim.

As a condition precedent to arbitration or litigation, claims must first be mediated. Mediation 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**

**10 GENERAL**

**Add to section 10-1.02 of the RSS for section 10-1:**

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

At the end of each working day if a difference in excess of 0.15 feet exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal: vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

^^

**12 TEMPORARY TRAFFIC CONTROL**

**Replace section 12-2 with:**

## **12-2 CONSTRUCTION PROJECT FUNDING SIGNS**

### **12-2.01 GENERAL**

Section 12-2 includes specifications for installing construction project funding signs.

Details for construction project funding signs are shown in Appendix B.

Construction project funding signs must comply with the details shown in Appendix B or as approved by the Engineer.

Keep construction project funding signs clean and in good repair at all times.

### **12-2.02 MATERIALS**

Construction project funding signs must be wood post signs complying with section 56-4.

Sign panels for construction project funding signs must be framed, single sheet aluminum panels complying with section 56-2.

The background on construction project funding signs must be Type II retroreflective sheeting on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective, except for nonreflective black letters and numerals. The colors blue and orange must comply with PR Color no. 3 and no. 6, respectively, as specified in the Federal Highway Administration's *Color Tolerance Chart*.

The legend for the type of project on construction project funding signs must read as follows:

NORTHSIDE SCHOOL CLASS 1 BIKE PATH PROJECT

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

FEDERAL SRTS, CMAQ  
STATE SR2S, TDA & RSTP FUNDS  
COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

The Engineer will provide the year of completion for the legend on construction project funding signs. Furnish and install a sign overlay for the year of completion within 10 working days of notification.

The size of the legend on construction project funding signs must be as described in Appendix B. Do not add any additional information unless authorized.

### **12-2.03 CONSTRUCTION**

Install 2 Type 1 construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

When authorized, remove and disposed of construction project funding signs upon completion of the project.

### **12-2.04 PAYMENT**

NOT USED

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

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

**Replace section 12-3.12A(2) with:**

**Section 12-3.12A(2) Definitions**

**Sign working day (SWD):** unit of measure for payment for Portable Changeable Message Sign – per sign per each day used.

**Replace section 12-3.12A(3) with:**

**12-3.12A(3) Submittals**

Upon notification, submit a certificate of compliance for each portable changeable message sign.

**Add section 12-3.12A(4):**

**12-3.12A(4) Quality Control and Assurance**

Comply with the manufacturer's operating instructions for the portable changeable message sign.

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 12-3.12C:**

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

**Replace section 12-3.12D with:**

Portable changeable message sign is measured in sign working days (SWD). Portable changeable message signs at the project site but not in use will not be paid for.

**Add to section 12-4.01:**

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

**Replace paragraph 5 in section 12-4.02A:**

Highway lane may be closed only if signed for closing 7 days in advance. Notify the Engineer at least 10 business days before signing the highway to allow Engineer to obtain Caltrans District 3 Traffic Manager (DTM) approval of lane closure that will interfere with traffic within the State Right of Way. If the highway lane is not closed on the posted day, provide a 6-business-day advance notice before closure.

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

Designated holidays are as shown in the following table:

For placement and removal of Temporary Railing (Type K) one-way reversing control with flaggers may be used.

### Designated Holidays

Holiday	Date observed
New Year's Day	January 1st
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Under a 1-way reversing traffic control operation, traffic may be stopped in 1 direction for periods not to exceed 5 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

During hauling operations, the road may be closed and traffic stopped for periods not to exceed 5 minutes. After 1 closure is made, all accumulated traffic must pass through the work zone before another closure is allowed.

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

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be placed as ordered by the Engineer and at least 48 by 48 inches in size. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

**Replace the 2<sup>nd</sup> paragraph of section 12-4.03 with:**

Submit a schedule not less than 5 days and not more than 10 days before the anticipated start of any activity that will:

**Replace the 6th paragraph of section 12-4.03 with:**

Submit closure schedule amendments, including adding additional closures, by noon at least 5 business days before a planned closure. Approval of amendments will be at the discretion of the Engineer and the Caltrans District 3 DTM.

Replace "Reserved" in section 12-4.04 with:

Lane Closure Restriction for Designated Holidays										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	<b>H</b> xx	xx	xx							
x	xx	<b>H</b> xx	xx							
	x	xx	<b>H</b> xx	xx						
	x	xx	xx	<b>H</b> xx	xxx					
				x	<b>H</b> xx					
					x	<b>H</b> xx				
						x	<b>H</b> xx	xx	xx	xx
Legend:										
	Refer to lane requirement charts									
x	The full width of the traveled way must be open for use by traffic after 3:00 pm									
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 6:00 pm.									
<b>H</b>	Designated holiday									

Replace "Reserved" in section 12-4.05G with:

Chart no. 1 Complete Conventional Highway Closure Hours																									
County: El Dorado	Route/Direction: 49 and 193										PM: 34.4/35.4 and 0.0/0.84														
Closure limits:																									
From hour to 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
Mondays through Thursdays	2	2	2	2	2	2	2	2	2	2	R	R	R	R	R	2	2	2	2	2	2	2	2	2	2
Fridays	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Saturdays	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Sundays																									
Legend:																									
R	Provide a minimum of one (1) paved traffic lane, not less than 11 feet wide, or existing lane width, open to public traffic (Reversing Control) at all times																								
2	Provide a minimum of two paved traffic lanes, not less than 11 feet wide, for use by public traffic. Work allowed within the highway right of way and behind the temporary railing (type K) where shoulder or lane closure is not required.																								
	No work is allowed																								
REMARKS:																									
Two traffic lanes, not less than 11 feet wide, must be open to traffic by 1:30 pm Monday through Friday when school is in session. When school is not in session Reversing Control may be extended to 3:00 pm Monday through Thursday with the Engineer's written approval.																									

AA

### 13 WATER POLLUTION CONTROL

Delete the RSS for section 13-1.01A.

Replace the definition of storm event in Section 13-1.01B with:

**Storm event:** Storm that produces or is forecasted to produce precipitation of a 5-year 24-hour storm event as defined on the Western Regional Climate Center Precipitation Maps for a 5-year 24-hour event. For the map for Northern California go to:

<http://www.wrcc.dri.edu/pcpnfreq/nca5y24.gif>

Add item 4. to the list in the 1st paragraph of section 13-1.03C:

- 4. Inspect sanitary and septic waste storage and monitor disposal procedures weekly.

**Replace the 2<sup>nd</sup> paragraph of section 13-3.01A with:**

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.

**Replace the 4<sup>th</sup> paragraph of section 13-3.01A with:**

Discharges of storm water from the project must comply with NPDES General Permit for *Storm Water Discharges Associated with Construction and Land Disturbance Activities* (Order No. 2009-0009-DWQ, NPDES No. CAS000002) as amended by Order No. 2010-0014-DWQ and Order No. 2012 -0006-DWQ referred to herein as "Permit". The Permit may be viewed at the Web site for the State Water Resources Control Board, Board Decisions.

**Add to section 13-3.01A:**

The project is risk level 2.

**Replace the first paragraph in section 13-3.01B(2)(a) with:**

1. Within 21 days after the date of the Notice of Award letter submit 3 copies of your SWPPP for review. Allow 7 days for the Department's review. The Engineer provides comments and specifies the date when the review is stopped if revisions are required.
2. Change and resubmit the SWPPP within 7 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP is resubmitted.
3. When the Engineer authorizes the SWPPP, submit an electronic and 4 printed copies of the authorized SWPPP.
4. The Engineer submits the authorized SWPPP to the RWQCB for review to obtain coverage under the Permit and a WDID. Allow 14 days for RWQCB review and comment.
5. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

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 Item 4 of the 4<sup>th</sup> paragraph of section 13-3.01B(2)(a) with:**

5. Copy of County-furnished CEQA document and copy of permits obtained by the Department, including Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially lead reuse.

**Replace item 3.1 of the 3<sup>rd</sup> paragraph in section 13-3.01B(2)(a) with:**

- 3.1 Adherence to effluent standards for NALs and Receiving Water Monitoring Triggers

**Replace item 2.6 of the 5<sup>th</sup> paragraph in section 13-3.01B(2)(a) with:**

- 2.6 There is a Permit violation

**Replace 13-3.01B(2)(e) with:**

**13-3.01B(2)(e) Surface Water Sampling**

The SAP must include surface water sampling required by Item 4 of the Technical Certification Conditions of the RWQCB 401 certification (401 WQ cert), included in Appendix D. The SAP must also describe a procedure for determining natural (background) turbidity as required by item 5 of the Technical Certification Conditions of the 401 WQ cert.

**Replace section 13-3.01B(3) with:**

**13-3.01B(3) Reserved**

**Replace item 1 in the 1<sup>st</sup> paragraph of section 13-3.01B(5) with:**

1. Each qualifying rain event. Include:

**Replace section 13-3.01B(6)(b) with:**

**13-3.01B(6)(b) Numeric Action Level Exceedance Report**

For Risk Level 2 and 3 projects, whenever a NAL is exceeded, notify the Engineer and submit a NAL exceedance report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
  - 1.1. Analytical methods, reporting units, and detection limits
  - 1.2. Date, location, time of sampling, visual observations, and measurements
  - 1.3. Quantity of precipitation from the storm event
2. Description of BMPs and corrective actions taken to manage NAL exceedance

**Replace 13-3.01B(6)(e) with:**

Prepare and submit to County Surface Water Monitoring Report as required by Item 4 of the Technical Certification Conditions of the 401 WQ cert.

**Add to section 13-3.03A**

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 when an area is inactive or before predicted precipitation, whichever occurs first, and:

1. By September 1 install WPC practices such that disturbed areas without WPC practices do 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 install WPC practices such that disturbed areas without WPC practices do 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 install WPC practices such that disturbed areas without WPC practices do 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 install WPC practices such that disturbed areas without WPC practices do not exceed the lesser of 5% of the total amount of area to be disturbed for the project or 1 acres

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 for installing WPC practices should weather conditions change.



**Delete item 1 of the first paragraph of section 13-3.03C.**

**Add to section 13-3.03C.**

Sample surface water for the constituents listed in Table 1 of item 4 of the Technical Certification Conditions of the 401 WQ cert.

**Replace item 2.4 of the first paragraph of section 13-3.03C with:**

2.4 All locations where storm water is discharged off-site

**Delete item 2 of the second paragraph of section 13-3.03C.**

**Replace item 3 of the second paragraph of section 13-3.03C with:**

3. First 2 hours of each qualifying rain event that produces runoff

**Delete the third paragraph of section 13-3.03C.**

**Replace item 2 in the 1<sup>st</sup> paragraph of section 13-3.04 with:**

2. A total of 100% percent of the item total in the Proposed Final Pay Estimate.

**Replace item 2 in the 2<sup>nd</sup> paragraph of section 13-3.04 with:**

3. A total of 100% percent of the item total in the Proposed Final Pay Estimate.

**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 practices 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.

The Department pays for preparing surface water SAP under prepare storm water pollution prevention plan. The Department pays for sampling and reporting for surface water required by the Technical Certification Conditions of the 401 WQ cert under section 9-1.04, excluding travel and subsistence allowances paid to workers, but only if the WPC practices for protection of surface waters are properly implemented and maintained.

**Add to Section 13-4.03C (1):**

Discharge of petroleum products or other excavated materials to surface water is prohibited.

**Replace the 4<sup>th</sup> paragraph of Section 13-4.03C (1) with:**

The following activities must be performed at least 100 feet from concentrated flows of stormwater, drainage courses, and inlets if within the floodplain, at least 50 feet if outside the floodplain, and at least 300 feet from riparian habitat and not in a location from which a spill would drain directly toward aquatic habitat:

1. Stockpiling materials
2. Storing pile-driving equipment and liquid waste containers
3. Washing vehicles and equipment in outside areas
4. Fueling, maintaining, and staging vehicles and equipment.

**Add to Section 13-4.03E(10):**

Concrete must be completely cured before coming into contact with waters of the United States and/or Waters of the State (e.g. Knickerbocker Creek).

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

3. 8 hours of predicted rain

**Add item 5 to the 3<sup>rd</sup> paragraph of Section 13-4.03G:**

5. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility which is authorized to accept wastes.

**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.

**Add to section 13-6.03H:**

Temporary reinforced silt fence must be Type 1.

**Replace 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.

**Add section 13-7.03B:**

Temporary construction entrance Type 1 must be used.

**Replace section 13-7.04 with:**

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

**Replace section 13-9.04 with:**

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

**Replace section 13-10.04 with:**



5. Place signs on the Type ESA Temporary Fence which read "Protected area. KEEP OUT. Access with permission of the Engineer only."

**Add after the 1<sup>st</sup> paragraph of Section 14-1.03C(1):**

The installation of the Type ESA Temporary Fence between P1 Sta 24+96 and 28+65 must be observed by County-supplied Archaeologist. Archaeologist will inspect the Type ESA Temporary Fence within these limits weekly.

**Add to the last paragraph of Section 14-1.03C(1):**

You must contact the Engineer before any Type ESA Temporary Fence removal. The Engineer will contact the qualified Archaeologist when construction is complete and after notification from you. The qualified Archaeologist will be present when fencing between Sta 24+96 and 28+65 is removed.

**Add items 4 and 5 to the 1<sup>st</sup> paragraph of Section 14-2.02A:**

4. Comply with California Health and safety Code Section 7050.5 and California Public Resources Code Section 5097,94est seq., regarding the discovery and disturbance of human remains should any human remains be discovered during project construction.
5. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permits, you shall immediately notify the USACOE of what you have found. The USACOE will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

**Add to section 14-2.02C:**

If human bone, or bones of unknown origin, are found during project construction, all work must stop in the vicinity of the find and the El Dorado County Coroner must be contacted immediately. If the remains are determined to be Native American, the Coroner must notify the Native American Heritage Commission, who must notify the person it believes to be the most likely descendant. The most likely descendant must work with the County to develop a program for reinternment of the human remains and any associated artifacts. No additional work must take place within the immediate vicinity of the find until the identified appropriate actions have been completed.

**Add to section 14-6.01A(2):**

**FYLFs/CRLF:** Foothill Yellow-Legged Frogs and/or California Red-Legged Frogs.

**Replace section 14-6.01C with:**

A County-supplied biologist will conduct a FYLF/CRLF survey of the project site 48 hours before the onset of work activities. If any life stage of the FYLF/CRLF is found, and these individuals are likely to be killed or injured by work activities, the County-supplied biologist must be allowed sufficient time to move them from the site before work activities begin. The County-supplied biologist will relocate the FYLFs/CRLF the shortest distance possible to a location that contains suitable habitat and will not be affected by activities associated with the proposed project.

The County-supplied biologist will monitor for CRLF during all in-water work and during all work within 300 feet of wetland areas.

The County-supplied biologist must work with the resident engineer and the Contractor to identify areas of suitable habitat outside of the work area. You must stake, flag, or sign identified habitat to avoid encroachment by equipment and construction crews. You must limit the number of access routes, size and location of staging areas and the total area of impact to the minimum necessary to achieve the

project goals and minimize the impact on FYLF/CRLF. This goal includes locating access routes and construction areas outside of the creek and riparian areas to the maximum extent practicable.

**Replace section 14-6.02 with:**

**14-6.02 SPECIES PROTECTION**

**14-6.02A General**

Section 14-6.02 includes specifications for protecting regulated species or their habitat.

**Add to section 14-6.02:**

This project is within or near habitat for regulated species shown in the following table:

Species Name
Foothill Yellow-Legged Frog
California Red-Legged Frog
Raptor
Migratory Bird

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 15 through August 31.

**14-6.02B Material**

Not Used.

**14-6.02C Construction**

**14-6.02C(1) General**

Not Used.

**14-6.02C(2) Protective Radius**

Upon discovery of a regulated species, stop construction activities within a 250 feet radius of the discovery or as defined in the table below. Immediately notify the Engineer. Do not resume activities until receiving notification from the Engineer.

Regulated species name	Protective radius
Raptor	250 feet

**14-6.02C(3) Protocols**

Use protocols required by PLACs.

**14-6.02C(5) Protection Measures**

If construction is to occur during the breeding season (March 1 –September 1), County-supplied biologist will conduct a pre-construction raptor nest survey 30 days prior to the beginning of construction activities in order to identify active nests in the project vicinity. The result of the survey will be submitted to CDFG. If no active nests are found during the pre-construction survey, no further mitigation is required.

If active nests are found within a quarter mile (1320 ft), an initial temporary nest disturbance buffer must be established. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season (approximately March 1 and September 1), then an on-site County-supplied biologist will monitor the nest, and along with the County, consult with the DFG to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed to proceed within the temporary nest disturbance buffer if raptors are not exhibiting agitated behavior such as defensive flights at intruders, getting up from a brooding position, or flying off the nest. The designated on-site biologist/monitor must be on-site daily while construction related activities are taking place and has the authority to stop work if raptors are exhibiting agitated behavior.

In consultation with DFG and depending on the behavior of the raptors, over time it may be determined that the County-supplied biologist may no longer be necessary if no active nests are found.

If a work site is to be temporarily dewatered by pumping, intakes must be completely screened with wire mesh not larger than 0.2 inch to prevent FYLF/CRLF's from entering the pump system. Water must be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. The methods and materials used in any dewatering will be determined by the Contractor and are to be reviewed and approved by the County-supplied biologist. Upon completion of construction activities, any diversion or barriers to flow will be removed in a manner that would allow flow to resume with the least disturbance to the substrate. Alteration of the streambed must be minimized to the maximum extent possible; any imported material will be removed from the streambed upon completion of the project.

**14-6.02C(6) Monitoring Schedule**

Not Used.

**14-6.02D Payment**

Not Used.

**Add to section 14-6.03C:**

If construction or tree falling activities will occur during the breeding season (February 15 through August 31), a qualified wildlife biologist will conduct two preconstruction surveys to ensure that no nest of migratory birds will be disturbed during construction. The first survey can occur as early as February 1, and the second should occur no more than one week prior to commencement of construction activities. The survey area must include the construction zone, including all staging areas, and a 500 foot radius surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm any nesting raptors (bird of prey or migratory birds).

**Replace section 14-6.07 with:**

All native oak trees to remain in place and located within 7.6 m (25 feet) of ground disturbances must be temporarily fenced with orange plastic construction (exclusion) fencing throughout all grading and construction activities. The exclusion fencing must be installed 1.8 m (6 feet) outside the drip line of each specimen tree, and must be staked a minimum of every 1.8 m (6 feet). The fencing is intended to prevent equipment operations in the proximity of protected trees that may compact soil, crush roots, or collide with the tree trunk and/or overhanging branches.

No construction equipment must be parked, stored or operated within 1.8 m (6 feet) of any specimen tree drip line.

Ground disturbing activities will be limited to the dry season (May 15 to October 15).

**Replace the 2<sup>nd</sup> paragraph of section 14-7.02A with:**

If paleontological resources are encountered during construction activities, all work within 25 feet of the discovery must be redirected until a County-supplied paleontologist has evaluated the resources, prepared a fossil locality form documenting them, and made recommendations regarding their treatment. If paleontological resources are identified, such resources must be avoided by project activities. County-supplied paleontologist is empowered to halt construction activities within 25 feet of the discovery to review the possible paleontological material and to protect the resource while it is being evaluated.

**Replace section 14-8.02A with:**

The work is located in a in a rural center with MDR, HDR, MFR, commercial and recreational 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 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 pm–10 pm	50	65
	10 pm–7 am	40	55
Commercial, Recreation, and Public Facilities (C, TR, PF)	7 pm–7 am	60	70
Industrial (I)	Any Time	70	80
Open Space (OS)	7 pm–7 am	50	65

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 14-9.03 with:**

**14-9.03 DUST CONTROL**

**14-9.03A GENERAL**

**14-9.03A(1) Summary**

Section 14-9.03 includes specifications relating to dust control.

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

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

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

This project is in an area of El Dorado County which may contain natural occurring asbestos (NOA), asbestiform containing soils as described in the Final Geotechnical Report and in the Technical Memorandum prepared by County of El Dorado Environmental Management Division included in the information handout.

#### **14-9.03A(2) Submittals**

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

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

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

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

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

#### **14-9.03B Materials**

Not Used.

#### **14-9.03C Construction**

Implement the measures contained in the ADMP to control dust.

Control dust using measures that include the following:

1. Stabilize unpaved areas subject to vehicular traffic by keeping adequately wetted, or covered with material that contains less than 0.25 percent asbestos.
2. The speed of vehicles and equipment traveling across unpaved areas must not be more than 15 mph unless the road surface and surrounding area is sufficiently stabilized to prevent vehicles and equipment going faster from causing dust that is visible from crossing job site limits.
3. Stockpiles and disturbed areas not subject to vehicular traffic must be located in the plan and stabilized by being kept adequately wetted, or covered with material that contains less than 0.25 percent asbestos.
4. Conduct activities so that no dirt or mud tracking is visible on any paved roadway open to the public.



5. Use rock track out pads and wheel wash stations at all points of egress from unpaved construction areas.
6. Use a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc.),
7. Pre-wet excavations to depths of cuts.

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

**Replace section 14-9.03D with:**

**14-9.03D PAYMENT**

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

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

**Add to section 14-10.01:**

Following construction, remove all trash and construction debris such as fencing nails and staples from work areas.

**Replace section 14-11.05 with:**

**14-11.05 NATURALLY OCCURRING ASBESTOS**

**14-11.05A General**

Section 14-11.05 includes specifications for managing Naturally Occurring Asbestos (NOA), serpentine and ultramafic rock. One or more of these materials are present within the job site. NOA is used as defined under 17 CA Code of Regs § 93105.

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

CIP# 72306: Northside School Class 1 Bike Path- Phase 2 (SR 49)

The Technical Memorandum by County of El Dorado Environmental Management Division indicates NOA exists between station P2 23+50 to P2 26+50 at a lab concentration of 1.75% Chrysotile as analyzed by California Air Resources Board (CARB) Test Method 435.

The Geotechnical Report by Blackburn Consulting indicates areas likely to contain ultramafic rock. The Technical Memorandum and the Geotechnical Report cover a limited study area. Expect to encounter other areas of NOA throughout the project. The Engineer will provide construction support to identify the presence of additional NOA locations.

The Technical Memorandum and Geotechnical Report are available as specified in section 2-1.06B.

**14-11.05A(1) Notifications**

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

## **14-11.05A(2) Submittals**

### **14-11.05A(2)(a) Daily Ambient Air Monitoring Report**

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

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

### **14-11.05A(2)(b) Asbestos Dust Mitigation Plan (ADMP)**

Comply with section 14-9.03A(2).

Blasting operations are prohibited.

### **14-11.05A(2)(c) Asbestos Compliance Plan**

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

The ACP must comply with the following regulations:

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

Include the following information in the ACP:

1. Identification of personnel designated to be on site
2. Job hazard analysis for work assignments
3. Summary of potential risks
4. Worker exposure air monitoring plan
5. Description of personal protective equipment
6. Delineation of work zones on the job site
7. Decontamination procedures

8. General safe work practices
9. Site security measures
10. Emergency response plans
11. Description of worker training

**14-11.05A(2)(d) Not Used**

**14-11.05A(2)(e) Fill Material Documentation**

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

**14-11.05A(2)(f) NOA Burial Location Report**

Within 5 business days of completing placement of NOA at the burial location, submit a report for that burial location, including a hard copy map with stations and offsets and elevations of burial limits and electronic geospatial vector data shape files of the top and bottom perimeters of the burial location to the Engineer and to:

EDC Air Quality Management District  
330 Fair Lane  
Placerville, Ca 95667  
530-621-6662

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

**14-11.05A(2)(g) Disposal Documentation**

Submit 1 copy each as an information submittal:

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

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

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

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

**14-11.05A(3) Quality Control and Assurance**

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

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

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

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

**14-11.05A(4) Training**

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

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

**14-11.05B Materials**

Not Used.

**14-11.05C Construction**

**14-11.05C(1) General**

Prevent visible dust emission during excavation, stockpiling, transportation, or placement of NOA under section 14-9.03 and 17 CA Code of Regs § 93105(d)(1)(B).

Comply with section 14-9.03C.

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

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

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

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

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

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

Report each burial location in California State Plane Coordinates in US Survey feet within the appropriate zone of the California Coordinate System of 1983 (CCS83) and in latitude and longitude. Horizontal positions must be referenced to CCS83 (epoch 2007.00 or later National Geodetic Survey [NGS] or California Spatial Reference Center [CSRC] published epoch) to an accuracy of 3 feet horizontally. Identify the points to an accuracy of 1 foot vertically. Reference elevations of the bottom and top of the burial locations to North American Vertical Datum of 1988 (NAVD88) . Report accuracy of spatial data in US Survey feet under Federal Geographic Data Committee (FGDC)-STD-007.1-1998.

Material containing NOA may be temporarily stockpiled until it is transported and disposed of or used on site. Limit stockpile locations to areas that contain NOA within the job site. Cover temporary stockpiles with polyethylene sheeting of 10 mil minimum thickness or stabilize stockpiles by other methods permitted under 17 CA Code of Regs § 93105(d)(1)(3). Temporarily stockpiled material containing NOA may be used as selected material as specified in section 19-2.03D only if buried at least 2 feet below finished grade.

Blasting operations are prohibited.

**14-11.05C(2) Material Transportation and Disposal**

Do not dispose of material containing NOA in a surfacing application as defined in 17 CA Code of Regs § 93106, Asbestos Airborne Toxic Control Measure for Surfacing Applications.

Transport surplus NOA containing greater than or equal to 1.0 percent asbestos to an appropriately permitted landfill. You are responsible for identifying the appropriately permitted landfill to receive the NOA. Surplus material containing less than 1.0 percent NOA may be disposed under Section 5-1.20B(4). In all cases of transporting and disposing of excess material containing NOA:

1. Use warning signs that the surplus material contains NOA.
2. Provide written notification of asbestos content to the party receiving the material, as defined in 17 CA Code of Regs § 93105(d)(3).
3. Obtain written acknowledgement, from the property owner or the landfill facility, that the surplus contains NOA.

Material containing NOA excavated from outside the limits of payment for verified bid items is the property of the Contractor and must be disposed of at an approved facility.

**14-11.05C(3) Close-out**

After you have completed managing NOA you have no further responsibility for the NOA in place within the job site. You will not be considered a generator of the hazardous material and no further action is required.

**14-11.05D Payment**

Not Used.

**Replace section 14-11.07 with:**

**14-11.07 REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING WITH HAZARDOUS WASTE RESIDUE**

**14-11.07A General**

### **14-11.07A(1) Summary**

Section 14-11.07 includes specifications for removing existing thermoplastic, painted traffic stripe and pavement markings as required by the work. The residue from the removal of this material is a Department-generated hazardous waste.

Residue from removal of thermoplastic and painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is at least 1,000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the thermoplastic and painted traffic stripe and pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this thermoplastic and painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health & Safety Code and 22 CA Code of Regs. For bidding purposes, assume the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Work associated with disposal of hazardous waste residue regulated under RCRA as determined by test results is change order work.

Thermoplastic and paint may produce toxic fumes when heated.

### **14-11.07A(2) Submittals**

#### **14-11.07A(2)(a) General Reserved**

#### **14-11.07A(2)(b) Lead Compliance Plan**

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

#### **14-11.07A(2)(c) Work Plan**

Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The work plan must include:

1. Objective of the operation
2. Removal equipment
3. Procedures for removal and collection of yellow thermoplastic and yellow painted traffic stripe and pavement marking residue, including dust
4. Type of hazardous waste storage containers
5. Container storage location and how it will be secured
6. Hazardous waste sampling protocol and QA/QC requirements and procedures
7. Qualifications of sampling personnel
8. Analytical lab that will perform the analyses
9. DTSC registration certificate and CA Highway Patrol (CHP) Biennial Inspection of Terminals (BIT) Program compliance documentation of the hazardous waste hauler that will transport the hazardous waste
10. Disposal site that will accept the hazardous waste residue

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been authorized.

**14-11.07B Materials**  
Not Used.

Replace section 14-12.05 with:

**14-12.05 CALIFORNIA DEPARTMENT OF FISH AND GAME-STREAMBED ALTERATION AGREEMENT**

**14-12.05 General**

Section 14-12.05 includes specifications for work in areas under the jurisdiction of DFG, comply with the DFG PLACs in Appendix D.

The County will provide you copies of the California Department of Fish and Game Streambed Alteration Agreement (attached in Appendix D), any extensions and amendments to the agreement, and all related notification materials and CEQA documents. You must make these documents readily available at the project site at all times and must be presented to DFG personnel, or personnel from another state, federal, or local agency upon request. You must provide to all persons who will be working on the project at the project site on behalf of the County, including to contractors, subcontractors, inspectors, and monitors, copies of the agreement and any extensions and amendments to the agreement. You must notify the Engineer if you determine or learn that a provision in the agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG will contact Engineer to resolve any conflict. The Engineer will contact you to discuss resolution per DFG.

**14-12.05B Materials**  
Not Used.

**14-12.05C Construction**

**Work Period**

Work in Knickerbocker Creek must be performed within the driest time within the channel: May 15 to October 15. If water is present at the time of construction, water shall be diverted around the work area and work shall begin after the site is dry. Work within the dry portion of the stream zone shall be timed with awareness of precipitation forecasts and likely increases in stream flow and river flood stages. Construction activities within the stream zone must cease until all reasonable erosion control measures have been implemented prior to all storm events. Construction equipment and material must be removed from the floodplain if inundation is likely. Revegetation, restoration and erosion control work is not confined to this time period.

^^

**15 EXISTING FACILITIES**

**Add section 15-1.01:**

You must take reasonable preventative measures to “protect in place“ a large boulder which is located at property fence of Roberts parcel (APN 071-390-01) that runs parallel with SR-49. You must also protect in place vegetation on Roberts parcel.

**Add section 15-1.03A(1):**

**Definition**

**Cold plane:** Same as grinding

**Replace section 15-2.02B(3) with:**

**15-2.02B(3) Cold Planing Asphalt Concrete Pavement**

**15-2.02B(3)(a) General**

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

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

Schedule cold planing activities so that not more than 7 days elapses between the time the pavement is cold planed and the HMA is placed.

**15-2.02B(3)(b) Materials**

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

**15-2.02B(3)(c) Construction**

**15-2.02B(3)(c)(i) General**

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

**15-2.02B(3)(c)(ii) Grade Control and Surface Smoothness**

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

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

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

**15-2.02B(3)(c)(iii) Temporary HMA Tapers**

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



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

Completely remove temporary tapers before placing permanent surfacing.

**15-2.02B(3)(c)(iv) Remove Planed Material**

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

**Add to section 15-2.02B(4)(b) Payment:**

Cold planing and saw cutting existing asphalt concrete pavement for each individual driveway is paid for under Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA for each individual driveway.

**Replace section 15-2.02C(3) with:**

Remove Traffic Stripes and Pavement Marking is paid for as lump sum price.

**Replace Section 15-2.02M "Reserved" with:**

**15-2.02M Remove Fence Post Footing and Fence Posts:**

Where existing fence post footings do not conflict with new construction, the concrete fence post footings may remain in place. Concrete fence post footings must be removed at the following locations on CIP# 72304:

Left of station P1 24+75 to Left of station P1 29+00

Where existing fence posts are in a bridge, remove the posts. Pipe post sleeves or other type of post anchorages must be cut off flush with the bridge deck. Clean the sleeve and fill with grout. Grout must consist of 1 part Portland cement to 6 parts sand.

Fence post footings removal is paid for under Roadway Excavation. Fence post removal is paid for under bridge removal.

**Add to section 15-2.02N:**

**15-2.02N Remove Drainage Inlets, Culverts, and Pipelines:**

Where a portion of existing culvert is to be removed and the remaining culvert connected to a new drainage inlet, you must consider the location of the proposed inlet when removing the portion of the culvert. Grout remaining culvert to new drainage inlet.

**Add after the 2<sup>nd</sup> paragraph of Section 15-2.03A(1):**

Salvage existing Aggregate Base due to driveway realignment of Guire parcel (APN 071-500-42) as shown on 72304: Northside School Class I Bike Path (SR 193), plan sheet C-8, from left of station P1 25+08 to left of P1 27+96. Salvaged Aggregate Base material will remain the property of Guire (APN 071-500-42).

**Replace Section 15-2.03A(2)(b) with:**

Stockpile salvaged Aggregate Base on Guire private property outside of the construction limits. Contact the Engineer at least 1 week prior to Aggregate Base Rock material removal to arrange location for stockpiling on this parcel.

**Add to Section 15-2.03A(3):**

Grade new portion of access driveway on Guire parcel (APN 071-500-42) and place and compact Salvaged Aggregate Base. Compaction must comply with Section 26-1.03D.

**Replace Section 15-2.03A(4) with:**

Payment for salvaging, stockpiling, placing and compacting Salvaged Aggregate Base for driveway realignment is included in payment for "Relocate Water Line, Electrical Line and Irrigation Line (Driveway Realignment Station P1 25+08 to 27+96)".

The grading of the Guire parcel (APN 071-500-42) driveway realignment at left of station P1 25+08 to 27+96 is paid for under Roadway Excavation.

**Add Section 15-2.07E:**

**15-2.07E Adjust Frame and Cover to Grade:** Adjust frame and cover to finish grade of bike path. Replace covers with traffic rated covers, and raise frame if necessary to match it to the finish grade of bike path.

**15-2.07E Payment:** Payment for replacing GDPUD water meter boxes and covers with traffic rated boxes and covers, and raising frame to finish grade of bike path is included in payment for "Adjust Frame and Cover to Grade".

**Replace the last 2 sentences of the 1<sup>st</sup> paragraph of section 15-2.08B(1) with:**

During construction install mailboxes with temporary portable foundations authorized by the USPS.

**Add to the 1<sup>st</sup> paragraph of section 15-2.08B(1):**

Work with the United States Postal Service (USPS) and the property owners/residents to ensure the temporary and permanent locations of the mailboxes are acceptable. New and relocated mailboxes must be similar to the existing mailboxes.

**Add to the 1<sup>st</sup> paragraph of section 15-2.08B(1):**

Roadway marker relocation next to newspaper box at Station 39+85 P-1 is paid for under Reset Mailbox.

**Replace Section 15-2.09E with:**

**15-2.09E Relocate Water Line, Electrical Line, and Irrigation Line**

**15-2.09E(1) General**

Section 15-2.09E includes specifications for removing, stockpiling and reusing existing Aggregate Base on the Guire parcel (APN 071-500-42), and removing and relocating existing water line, electrical line and irrigation line on 72304: Northside School Class I Bike Path (SR 193), plan sheet C-8, from left of station P1 25+08 to left of P1 27+96.

**15-2.09E(2) Materials**

Replace in kind any water supply/irrigation pipe, and electrical conduit or electrical wire (low voltage in ground) damaged when removed and install along the edge of realigned driveway on private Guire parcel (APN 071-500-42).

You must repair and replace any private utilities including water supply pipe damaged by construction operation on private Bos parcel (APN 071-390-10).

**15-2.09E(3) Construction**

You must cut and cap existing irrigation lines on Guire parcel (APN 071-500-42) at the outside edge of the realigned access driveway cut/fill limits. You must maintain irrigation of the existing landscaping until such time as the County accepts the project. Upon completion of construction you must reconfigure the irrigation system to properly irrigate all existing landscaping.

Excavation, backfill, and compaction must comply with section 19-3.

Segregate damaged from undamaged materials, and remove the damaged material or items.

**15-2.09F (1) Relocate Existing Garbage Can Pad**

You must relocate and replace in kind garbage can pad located in Fieseler parcel (APN 071-390-09) on the location agreed by the owner and the Engineer.

**15-2.09F (2) Relocate Marker**

You must relocate marker to the location shown.

**15-2.09F (3) Relocate Metal Headwalls**

Relocate metal headwall to inlet and outlet of the extended double 18" storm drainage pipe.

**15-2.09F (4) Relocate Street Light**

Relocate street light to the location shown. Provide new foundation pad and wiring; including all excavation, backfill, and reinstalling street light on new foundation.

**15-2.09F (5) Payment**

Fieseler parcel (APN 071-390-09) garbage can pad replacement is paid for under Hot Mix Asphalt – Driveway Conform Deep Lift HMA (P2 36+90).

Relocate maker is paid for under 36" ODI (P2 45+36).

Relocate metal headwalls (P1 32+41 & 33+17) is paid for under 18" Corrugated Steel Pipe.

**Delete the 6th paragraph in section 15-3.01.**

**Add to section 15-3.04:**

Removing concrete at left of about station 36+37, on sheet D-5 of 72304 contract plans is paid for under Remove Headwall. Remove existing culvert is paid for under clearing and grubbing (P1 36+00, P2 55+50). Remove existing fence on headwall is paid for under Remove Headwall.

**Add to section 15-4.01A(1):**

Knickerbocker Creek Culvert is Bridge No 25-0123 and concrete removal shown must comply with section 15-4 Bridge Removal.

Concrete removal of Knickerbocker Creek headwall includes removal and disposal of barbed wire fencing on existing headwall and wingwalls at the Knickerbocker Creek culvert.

You must design and construct a support shield which maintains structural integrity of metal beam guard rail and road structural sections adjacent to bridge removal areas.

AA

## DIVISION III      GRADING

### 16      CLEARING AND GRUBBING

**Add to section 16-1.01:**

See Section 14 Environmental Stewardship of the standard specifications and these special provisions for items impacting clearing and grubbing activities.

Notify the Engineer at least five (5) working days before performing any clearing and grubbing.

Remove the existing facilities shown in the following table:

Existing Facility	Location
Trees ( including stumps) for 72304-P1-SR 193	19+40+/-, 22+40 +/-, 26+30+/-, 27+10+/- (A*), 27+10+/- (B*), 30+20+/-
Trees ( including stumps) for 72306-P2-SR 49	28+75+/-, 29+00 +/- (A*), 29+00 +/- (B*), 31+60+/-, 59+25+/-, 60+25+/-
Metal Post	Southwest corner of ED 49/ED 193 Intersection

\*If two trees are located at approximately the same location, trees are designated (A) and (B).

Do not sell or give away materials from improvements to the general public at the site. Except as noted in the Table in Section 16-1.03B you may sell materials to duly licensed contractors and material vendors provided that you remove the materials from the site.

Refer to Sheet CD-1 of Contract Plan # 72306 and parcels 071-390-01, 071-390-05, 071-390-09, and 071-390-10. You must only perform clearing and grubbing on these parcels to the extent necessary. Existing vegetation outside the areas to be cleared and grubbed must be protected from injury or damage resulting from your operations.

**Add to section 16-1.03B:**

See Section 14 Environmental Stewardship of the standard specifications of these special provisions for items impacting tree removal, and clearing and grubbing activities. Remove tree bid item applies to trees greater than or equal to 6” diameter at breast height.

Stockpile trees within the new property line and outside the project limits for use by each individual private parcel owner as firewood when removing any trees that are 4 inches in diameter or larger at breast height on the any of the following parcels:

Approximate Location	Name	APN
P1 19+50 to 21+30	Meader	071-500-30
P1 25+00 to P1 32+00 LT	Guire	071-500-42
P2 27+00 to P2 29+00 LT	Grey	071-390-05
P2 40+00 to 41+00 LT	Tate	071-390-02

P2 56+00 TO 61+00	Roberts	071-390-01
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P1=Phase 1 and P2=Phase 2

Disturbance or removal of vegetation must not exceed the minimum necessary to complete operations. Except for the trees specially identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches within the riparian/stream zone shall be removed or damaged without prior consultation and approval of a DFG representative. Using hand tools (clippers, chain saw etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation must be removed out of the riparian/stream zone.

Clearing and grubbing and Tree removal timing is subject to the pre-construction surveys and survey results under section 14.

All riparian vegetation to be removed within the area must be manually clipped to ground level and removed by hand. This activity must be conducted in the presence of the County-supplied biologist who will monitor the area for California red-legged frogs. "Manually clip to ground level and remove by hand" vegetation to be removed where work will be performed adjacent to the wetland and biological areas shown in the table in section 14-1.02.

You must only remove trees as shown. When a tree is completely removed, then the stump must also be completely removed and disposed of. Riparian area will be delineated by County-supplied biologist after preconstruction meeting and prior to clearing and grubbing. Riparian zone will fall within the area shown on Temporary Fence (Type ESA) on plan.

Trees and bushes that conflict with the construction work on APN 071-390-09 (Fieseler) will be relocated by owner prior to start of project construction.

^^

## 17 WATERING

**Add to section 17-2.01A:**

You must contact Georgetown Divide Public Utility District (GDPUD) to determine the availability of water sources for the Project work. Temporary local water conservation measures may affect the supply of water during this project. It is your responsibility to plan for such impacts and meet the requirements of the Contract Documents.

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## 19 EARTHWORK

**Add to the 1<sup>st</sup> paragraph of section 19-1.01A:**

- 8. Regrading to drain existing ditches disturbed during construction.

**Add to section 19-2.03G:**

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to slope contours.

Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of 4 inches.

**Add to section 19-2.04:**

Payment for excavation to include grading and fill for driveways, outside of the bike path limits of roadway excavation, is paid for under Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA for each individual driveway.

**Add to section 19-3.01A(1):**

Structure backfill includes constructing the geocomposite drain. Geocomposite drain must comply with section 68-7.

**Add to section 19-3.01A(2)f:**

Submit shop drawings 5 days prior to construction of Temporary Creek Diversion.

**Add to section 19-3.03B(1):**

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not specified.

**Add to the end of Section 19-3.03C(1):**

**19-3.03C(1) Temporary Creek Diversion**

Install a temporary creek diversion prior to the construction of the Knickerbocker Creek Culvert (Extension) as part of the 72306: Northside School Class I Bike path project.

See Section 14 Environmental Stewardship of the standard specifications and of these special provisions. Before placing a temporary creek diversion, remove obstructions, including rocks, clods, and debris greater than 1 inch in diameter from the ground.

If the work site contains flowing water at the time of construction, a water diversion plan must be implemented to create a dry work site. Any temporary diversion constructed shall only be built from clean materials such as sandbags, gravel bags, water dams or clean or washed gravel which shall cause little or no siltation. Stream flows must be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. Construction, dewatering, and removal of temporary diversion systems must not violate item 5 of the Technical Certification condition of the 401 WQ cert. Comply with the surface water monitoring requirements of the Technical Certification conditions of the 401 WQ cert and under section 13-3.

A temporary diversion must be:

1. There is no recorded creek flow. It is your responsibility to calculate flow and prepare diversion plans or shop drawings.

2. All existing storm run-off patterns and drainage facilities must remain operable until temporary creek diversion is installed.
3. The temporary creek diversion must provide drainage relief for all existing storm run-off patterns and drainage facilities or make temporary modifications to those drainage facilities to allow proper drainage relief.
3. It is your responsibility to maintain the temporary creek diversion at all times and to provide supplemental pumps if necessary.
4. After you remove the Temporary Creek Diversion, you must restore gravity flow drainage relief to the area.

**Add to section 19-3.03D:**

Difficult excavation at Knickerbocker Creek is anticipated due to the presence of rock, existing rock slope protection, and presence of surface water and/or seepage of groundwater through soil/rock.

**Replace the 2nd sentence in the 7th paragraph of section 19-3.04 with:**

If the structure excavation depth is more than 1 foot from the depth shown, the Department makes a payment adjustment under section 4-1.05B if you request an adjustment or the Engineer orders an adjustment.

Temporary Creek Diversion will be paid for as lump sum under Temporary Creek Diversion.

**Replace section 19-4 with:**

**19-4 ROCK EXCAVATION**

**19-4.01 GENERAL**

**19-4.01A Summary**

Refer to the Geotechnical Report provided as supplemental information to the Contract Documents. The conclusions and recommendations contained within the report are based on limited study areas and may not be representative of the conditions you may encounter outside of the specific area of study. You are advised that in areas throughout the project site, hard, non-rippable rock exists that will require alternative excavation techniques, including the use of hydraulic rock breaking equipment, coring (for drilling operations), and/or chemical splitting agents.

Section 19-4 includes specifications for performing rock excavation and presplitting rock as necessary to install the improvements.

You may use hydraulic splitters, pneumatic hammers, or other authorized roadway excavation techniques to fracture rock and construct stable final rock cut faces. Blasting is not allowed.

Comply with section 12.

**19-4.04 PAYMENT**

Payment for rock excavation is included in the payment for the bid item that necessitates the rock excavation except that removal of Rock Outcrop, shown on sheet D-3 of "72304: Northside School Class I Bike Path – Phase 1" contract plans is paid for under Rock Excavation.

**Add to the end of 1<sup>st</sup> paragraph of 19-5.03B:**

Interpret traveled way as the bike trail.

**Add to section 19-7.02C:**

The portion of imported borrow placed within 4 feet of the finished grade must have a resistance (R-Value) of at least 40.

**21 EROSION CONTROL**

**Add to section 21-1.02G:**

Seed must comply with the following:

Seed		
Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
Bromus carinatus <sup>1</sup> (California Brome)	85	15
Eschscholzia californica <sup>1</sup> (California Poppy)	80	5
Hordeum brachyantherum ssp. californicum <sup>1</sup> (California Barley)	70	10
Elymus glaucia <sup>1</sup> (Blue Wild Rye)	70	15
Trifolium willdenovii Spreng <sup>1</sup> (Tomcat Clover)	90	5
Nassella pulchra <sup>1</sup> (Purple Needlegrass)	70	15
Achillea millefolium L. subsp. lanulosa (Nutt.) Pi <sup>1</sup> (Western Yarrow)	70	15
Total		80

Applicable when numbers below are shown after a Botanical Name/(Common Name) above:

<sup>1</sup>Seed produced in California only.

**Add to section 21-1.03E:**

Apply Hydroseed materials at the following rates:

Material	Pounds Per Acre (Slope Measurement)
Seed	80
Fiber	600
Fertilizer	500
Tackifier	125

The ratio of total water to total tackifier in the mixture must be as recommended by the manufacturer.







5. HMA paving at cut and fill slopes
6. Ditches
7. Overside drains
8. Aprons at the ends and beginnings of drainage structures
9. Paved shoulder under AC dikes

**Replace items 2, 3 and 4 of paragraph 4 in section 39-1.14 with:**

2. Use  $\frac{3}{4}$  inch gradation for HMA Type A.
3. Minimum asphalt concrete binder content must be 6.0 percent for  $\frac{3}{4}$  inch aggregate.
4. Use asphalt binder grade of PG 64-16 or the same grade specified for HMA. Choose asphalt binder grade of PG 70-10 for HMA dike.

**Add to section 39-1.14:**

Payment for placing transition dike from type E to type A is paid for under Place Hot Mix Asphalt Dike (Type A).

**Replace section 39-1.30 with:**

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

**39-1.30A General**

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

**39-1.30B Materials**

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

**39-1.30C Construction**

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

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

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

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

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

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

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

http://safety.fhwa.dot.gov/roadway\_dept/pavement/safedge/

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

**39-1.30D Payment**

Not Used.

**Replace section 39-1.40 with:**

**39-1.40 HOT MIX ASPHALT (TYPE A)-DRIVEWAY CONFORM DEEP LIFT HMA**

**39-1.40A General**

Section 39-1.40 includes specifications for reconstructing portions of existing driveways to conform to the bike path.

The work in this section includes sawcutting or grinding as shown, earthwork, gravel shoulders where shown, aggregate base, and HMA outside of the bike path limits.

**39-1.40B Materials**

Use the same type of HMA used for the bike path, except where HMA thickness in any location on drive conform area is less than 0.20 foot, use 1/2" aggregate gradation for entire driveway. Where shown, use same type of aggregate base used for the bike path.

**39-1.40C Construction**

Before removing asphalt, where shown, outline the replacement area and cut neat lines with a saw. Do not damage asphalt concrete remaining in place.

Grinding where shown, must comply with section 15-2.02B(3).

Earthwork must comply with section 19.

Place replacement HMA or place new HMA under section 39-3.

Place aggregate base, where shown, under section 26.

If base or subgrade is excavated beyond the specified plane, or if asphalt concrete grinding is beyond the specified plan, replace these areas with HMA. The Department does not pay for this HMA.

**39-1.40D Payment**

Not used

**Add to section 39-6.01:**

The bid item for place hot mix asphalt (miscellaneous area) is limited to gutter, gutter flares, downdrains, HMA at ODI, HMA paving at cut and fill slopes, ditches, overside drains, aprons at the ends and beginnings of drainage structures, paved shoulder under AC dikes and is in addition to the bid items for the materials involved.

HMA for overside drains in drainage systems 1, 5, and 6 on CIP # 72306: "Northside School Class 1 Bike Path – Phase 2 (SR 49)" contract plans is paid for under the other components of drainage system.

Payment for tack coat for miscellaneous areas is included in payment for the hot mix asphalt used in miscellaneous areas.



# DIVISION VI STRUCTURES

## 48 TEMPORARY STRUCTURES

### Add to section 48-2.03A:

The use of sand jacks for falsework grading is prohibited.

The use of center pick beam tongs for hoisting of falsework beams is prohibited

### Add to section 48-2.03D:

The use of sand jacks for falsework removal is prohibited.

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## 51 CONCRETE STRUCTURES

### Add to section 51-2.01B(1):

Building paper is paid for under structural concrete.

### Replace "Reserved" in section 51-7.02 with:

#### 51-7.02A General

##### 51-7.02A(1) Summary

Section 51-7.02 includes specifications for constructing PC drainage inlets.

Type G1 drainage inlets may be fabricated of PC concrete or CIP concrete.

##### 51-7.02A(2) Definitions

Reserved.

##### 51-7.02A(3) Submittals

For inlets with oval or circular cross sections, submit shop drawings with calculations. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State. Allow 15 days for the Engineer's review.

Submit field repair procedures and a patching material test sample before repairs are made. Allow 10 days for the Engineer's review.

##### 51-7.02A(4) Quality Control and Assurance

The Engineer may reject PC drainage inlets exhibiting any of the following:

1. Cracks passing through walls more than 1/16 inch wide
2. Nonrepairable honeycombed or spalled areas of more than 6 square inches
2. Noncompliance with reinforcement tolerances or cross sectional area shown
4. Wall or lid less than minimum thickness
5. Internal dimensions less than plan dimensions by 1 percent or 1/2 inch, whichever is greater
6. Defects affecting performance or structural integrity

**51-7.02B Materials**

**51-7.02B(1) General**

Nonshrink grout must be a dry, packaged type complying with ASTM C 1107.

Concrete for basin or inlet floors placed in the field must comply with the specifications for minor concrete.

Joint sealant must be butyl-rubber complying with ASTM C 990. Joint primer must be recommended by the joint seal manufacturer.

Resilient connectors must comply with ASTM C 923.

Sand bedding must comply with section 19-3.02E.

Bonding agents must comply with ASTM C 1059, Type II.

**51-7.02B(2) Fabrication**

If oval or circular shape cross-sections are furnished, they must comply with *AASHTO LRFD Bridge Design Specifications, Fourth Edition with California Amendments*.

Wall and slab thicknesses may be less than the dimensions shown by at most 5 percent or 3/16 inch, whichever is greater.

Reinforcement placement must not vary more than 1/2 inch from the positions shown.

Cure PC drainage inlets under section 90-4.03.

**51-7.02C Construction**

Repair PC drainage inlet sections to correct damage from handling or manufacturing imperfections before installation.

Center pipes in openings to provide a uniform gap. Seal gaps between the pipe and the inlet opening with nonshrink grout under the grout manufacturer's instructions. For systems designated as watertight, seal these gaps with resilient connectors.

Match fit keyed joints to ensure uniform alignment of walls and lids. Keys are not required at the inlet floor level if the floor is precast integrally with the inlet wall. Seal keyed joint locations with preformed butyl rubber joint sealant. You may seal the upper lid and wall joint with grout.

Clean keyed joint surfaces before installing sealant. Joint surfaces must be free of imperfections that may affect the joint. Use a primer if surface moisture is present. Use a sealant size recommended by the sealant manufacturer. Set joints using sealant to create a uniform bearing surface.

Flat drainage inlet floors must have a field-cast topping layer at least 2 inches thick with a slope of 4:1 (horizontal:vertical) toward the outlet. Use a bonding agent when placing the topping layer. Apply the bonding agent under the manufacturer's instructions.

**51-7.02D Payment**

The quantity of concrete for Type G1 precast concrete drainage inlets is based on the quantities shown for G1 cast in place drainage inlets.

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**56 SIGNS**

**Replace the 1<sup>st</sup> paragraph of section 56-2.01D with:**

Furnishing Sign Panels is paid for as Roadside Sign – One Post or Sign Post (Wooden – Bike Trail).

**Replace section 56-2.02D with:**

Single Sheet Aluminum Panels is paid for as Roadside Sign – One Post or Sign Post (Wooden – Bike Trail).

**Add to the end of section 56-2.03B:**

Fiberglass-reinforced Plastic Hardware to be used for plastic “Hot Wire” sign.

**Replace section 56-2.03C with:**

**56-2.03C Construction**

You must contact the Engineer at least ten (10) days prior to beginning any work installing Fiberglass-Reinforced Plastic Panel-“Hot Wire”. The Engineer will arrange to have the fence “de-energized” with the Property owner prior to sign installation.

**Replace section 56-2.03D with:**

**56-2.03C Payment**

Fiberglass-Reinforced Plastic Panel-“Hot Wire signs will be paid as each.

**Add to section 56-3.02K(2):**

Seal the perimeters of direct tension indicator gaps with caulking. Caulking must be gray and at least 50 mils thick. Apply caulking before painting.

**Replace the 1st paragraph of section 56-3.02M(1) with:**

**Add to section 56-3.02M(1):**

In addition to tubular type, clean and paint sign structures at the following locations:

Location	Sign structure
P2 12+75, 5' RT	MUTCD # R81 (CA)
P2 61+75, 7' RT	MUTCD # R81 (CA)
P1 11+00, 7' RT	MUTCD # R81 (CA)
P1 53+75, 9' RT	MUTCD # R81 (CA)

P1=Phase 1 & P2=Phase 2

**Add to section 56-3.02M(3)(a):**

Clean the inside surfaces of bolt holes under SSPC-SP 1. Any visible rust must be removed.

Paint the inside surfaces of bolt holes with 1 application of a zinc-rich primer (organic vehicle type) after the application of the undercoat of inorganic zinc on adjacent steel. Keep the steel surfaces adjacent to the bolt holes clean and protected from drippings during the application of the primer.

**Add section 56-4.02C(1):**

**56-4.02C(1) Install Sign (Wooden Post-Bike Trail)**

**General**

This section includes specifications for furnishing and installing sign posts, including decorative posts, sign panels, and concrete footings along the bike paths to the details, dimensions and locations shown.

**Materials**

Construct sign post out of pressure treated Douglas fir, as shown and as specified in section 12 of the standard specifications and these special provisions.

Construct sign panels per section 56 of the standard specifications and these special provisions. Type and location of sign panels must be placed as shown.

Construct post footings of minor concrete and to the dimensions shown.

**Add section 56-4.02C(2):**

**56-4.02C(2) Edge Bollard (Wooden-Bike Trail)**

**General**

This-section includes specifications for furnishing and installing edge bollards, including decorative posts, and concrete footings along the bike paths to the details, dimensions and locations shown.

**Materials**

Construct edge bollard out of pressure treated Douglas fir, as shown and as specified in section 12 of the standard specifications and these special provisions.

Construct bollard footings of minor concrete and to the dimensions shown.

**Add section 56-4.02C(3):**

**56-4.02C(3) Flexible Center Bollard (Bike Trail)**

**General**

This section includes specifications for furnishing and installing flexible surface mounted center Bollards, including posts, along the bike paths to the details, dimensions and locations shown.

**Materials**

Construct flexible center bollard, as shown and as specified in section 12 of the standard specifications and these special provisions.

The flexible center bollard must be bendable FLEX Bollards - Model R-8303, Reliance Foundry or approved equal. FLEX Bollards must show minimum residual deformation and creasing no matter which way the impact is applied; these must not break or split when driven over and must rebound after being hit, slowly returning back to their upright position.

**Payment**

Payment for bolts and washers and hardware are included in the unit price for "Flexible Center Bollard (Bike Trail)".

**Add to section 56-4.02E:**

Strap and saddle bracket sign fastening hardware must be per California Department of Transportation Standard Plan RS4.

Sign panel fastening hardware must be per California Department of Transportation standard plan RS2 except that 5/16" hexhead bolt will be replaced with a 5/16" carriage bolt. The washer directly behind the carriage bolt will be a 7/16" metal washer. The top bolt of each panel will be fastened with a Hawkins M2G=VP56N theft proof nut. The fiber washer will be replaced with a neoprene washer.

**Replace the last paragraph of section 56-4.04 with:**







All inlet frames and grates must be bicycle proof, per Standard Plan D77B.



**80 FENCES**

**Add to section 80-1.06:**

After constructing fence, dispose of surplus excavated material uniformly along the adjacent bike path, but do not place where material could erode into surface waters or surface water drainage water courses.

**Add item 5 to section 80-1.07:**

- 5. Temporary fence must match existing. Install Electrified Temporary Fence (Type BW or WM) near the Temporary Construction Easement line for the Bos parcel (APN 071-390-10). Temporary fence locations shown are approximate. The exact location of the electrified fence will be determined by the property owner. Contact the Engineer at least 1 week prior to placement of Temporary Fence (Type BW or WM) on Bos parcel (APN 071-390-10) to arrange for meeting with owner to determine electrified Temporary Fence (Type BW or WM) location.
- 6. Temporary fence must match existing. Install Electrified Temporary Fence (Type BW or WM) near the Temporary Construction Easement line for the Fieseler parcel (APN 071-390-09). Temporary fence locations shown are approximate. -The exact location of the electrified fence will be determined by the property owner. Notify the Engineer both 30 days and at least 1 week prior to placement of Temporary Fence (Type BW or WM) on Fieseler parcel (071-390-09) to arrange for meeting with owner to determine electrified Temporary Fence (Type BW or WM) location.
- 7. Temporary fence must match existing. Install Electrified Temporary Fence (Type BW or WM) near the Temporary Construction Easement line for the Grey parcel (APN 071-390-05). Temporary fence locations shown are approximate. The exact location of the electrified fence will be determined by the property owner. Contact the Engineer at least 1 week prior to placement of Temporary Fence (Type BW or WM) on Grey parcel (071-390-05) to arrange for meeting with owner to determine electrified Temporary Fence (Type BW or WM) location.

**Replace 80-1.08 “Reserved: with:**

Notify Engineer at least 30 days before removing and replacing any existing fence.

**Add to section 80-2.01A:**

The fence at the following locations shall be replaced:

Fence Replacement	Approximate Location (Station)
Fence for 72304-Phase 1-SR 193	19+53 to 19+99, 20+15 to 21+63, 24+96 to 28+65, 33+33 to 36+64
Fence for 72306-Phase 2-SR 49	28+26 to 31+62, 34+18 to 36+80, 37+13 to 40+60

The temporary fence will be installed at the following locations during construction:

Temporary Fence	Approximate Location (Station)
Fence for 72304-Phase 1-SR 193	19+61 to 20+03, 20+15 to 21+63, 24+96 to 28+65, 33+33 to 36+64
Fence for 72306-Phase 2-SR 49	28+76 to 29+78-31+24, 34+18 to 40+60

**Add definitions to section 80-2.01B:**

**Posts:** The vertical support members of the fence.

**Rails:** The horizontal members of the fence.

**Replace Fence:** Remove existing, install new

**Right of Way Fence:** Fence Type (BW or WM, Metal Post), per Caltrans Standard Plan A86.

**Temporary ESA Fence;** Temporary Fence (Type ESA), per Caltrans Standard Plan T65.

**Temporary Fence:** Temporary Fence (Type BW or WM, Metal), per Caltrans Standard Plan A86.

**Replace "Reserved" in section 80-2.02A with:**

Posts for Right of Way Fence, Temporary ESA Fence and Temporary Fence must be metal.  
Fence replacement (Type BW or WM) must match existing fence (Type BW or WM).

**Add section 80-2.02H.**

**80-2.02H Electrified Fence**

If existing fence is electrified, then Temporary Fence (Type BW or WM) and Fence Replacement (Type BW or WM) must also be electrified. Grey (APN 071-390-05), Bos (APN 071-390-10), and Fieseler (APN 071-390-09) fences are electrified.

Provide electrical wire and mountings to fence per manufacturer's instructions. Connect electrified wire to supply line per manufacturer's instructions.

Replace entry gate and fence in-kind along Grey parcel (APN 071-390-05). After construction of project completed, install "Warning Electrified Fence" at 100 foot interval on fence.

**Add to the beginning of section 80-2.03:**

When fencing work is in progress on APN 071-390-10 (Bos) and APN 071-390-09 (Fieseler), do not open gates, drop fencing, or deposit construction materials on these properties. Where shown, removal of existing fence must coincide with placement of temporary fence. Where shown, removal of temporary fence must coincide with placement of new fence. Where new fence is to be electrified you may relocate electrified fence components from temporary fence to new fence. If there is a gate post on Fieseler parcel (APN 071-390-09), the replacement must support the 14 foot gate.

**Replace section 80-2.04 with.**

The linear foot payment for Temporary Fence (Type BW or WM) and Replace Fence (Type BW or WM, metal post) includes placement of material to make the fence electrified, remove existing or temporary fence as applicable, remove gate, and replacement of gate.

**Replace "Reserved" for section 80-4 with:**

**80-4 Simulated Wood Fence**

**80-4.01 General**

## **80-4.01A Definitions**

**Simulated Wood Fence:** 4' tall simulated wood fence per detail shown.

### **80-4.01 Summary**

Section 80-4 includes specifications for constructing simulated wood fences.

Simulated wood fence must be 3-rail and must be manufactured from reinforced concrete to the dimensions shown and per manufacturer's instructions.

Simulated wood fence consists of all-reinforced concrete railing sections with reinforced concrete end and intermediate posts.

### **80-4.01B Not used**

### **80-4.01C Submittals**

You must submit three (3) copies of catalog cuts or detailed shop drawings. Drawings must clearly show all materials, finishes, dimensions, and connection and joining methods. Do not begin work prior to the approval by the Engineer.

### **80-4.01D Not used**

## **80-4.02 Materials**

Simulated wood fence materials must be approved by the Engineer. Simulated wood fence posts and 3-tier railings must consist of reinforced concrete members and comply with sections 51 and 52 of the standard specifications, these special provisions, the details shown, and the manufacturer's instructions.

Adjust the height and length of the simulated wood fence railing and posts to allow for field conditions and to meet the dimensions shown. You must consider adjustment before ordering the simulated wood fence railing and posts. You must get approval from the Engineer about adjusting dimensions between posts prior to installing simulated wood fence railings.

Construct post footings of minor concrete, to the dimensions shown and under manufacturer's installation instructions.

Suppliers of the simulated wood fence systems which conform to the contract documents include the following two types or equal if approved by the Engineer:

Artesian Precast  
Model: 3-rail or approved similar, Color: Rustic Brown 6058  
1180 South Beverley Drive  
Los Angeles, CA 90035  
(800) 511-2747  
<http://www.artisanprecast.com/>

Dynamic Precast  
Model: 3-rail, or approved similar, Color: Earthtone Brown  
5300 Sebastopol  
Santa Rosa, CA 95407  
(707) 573-1110  
<http://dynamicprecast.com/>

## **Components**

All posts and rail must be engineered under the 2006 International Building Code, 85 mph wind velocity, exposure category B and seismic design category D.

## **Posts**



**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDICES**

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX A**

**REVISED STANDARD  
SPECIFICATIONS**

# REVISED STANDARD SPECIFICATIONS DATED 02-22-13

Revised standard specifications 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*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes a revision to the *Standard Specifications* or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revised term, phrase, clause, paragraph, or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the paragraphs or sections that follow.

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*.

## DIVISION I GENERAL PROVISIONS

### 1 GENERAL

10-19-12

Replace "current" in the 2nd paragraph of section 1-1.05 with:

most recent

04-20-12

Add to the 4th paragraph of section 1-1.05:

04-20-12

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate a revised standard specification for the section does not exist.

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

10-19-12

TRO	time-related overhead
-----	-----------------------

06-20-12

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.

10-19-12

Delete "Contract completion date" and its definition in section 1-1.07B.

10-19-12

Delete "critical delay" and its definition in section 1-1.07B.



**Replace "day" and its definition in section 1-1.07B with:**

10-19-12

**day:** 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
  - 2.1. Saturday and holiday.
  - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
    - 2.2.1. Adverse weather-related conditions.
    - 2.2.2. Maintaining traffic under the Contract.
    - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
    - 2.2.4. Unanticipated event not caused by either party such as:
      - 2.2.4.1. Act of God.
      - 2.2.4.2. Act of a public enemy.
      - 2.2.4.3. Epidemic.
      - 2.2.4.4. Fire.
      - 2.2.4.5. Flood.
      - 2.2.4.6. Governor-declared state of emergency.
      - 2.2.4.7. Landslide.
      - 2.2.4.8. Quarantine restriction.
    - 2.2.5. Issue involving a third party, including:
      - 2.2.5.1. Industry or area-wide labor strike.
      - 2.2.5.2. Material shortage.
      - 2.2.5.3. Freight embargo.
      - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
      - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
  - 2.3. Day during a concurrent delay.
3. **original working days:**
  - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
  - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

**Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:**

10-19-12

work

**Replace "excusable delay" and its definition in section 1-1.07B with:**

10-19-12

**delay:** Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
  - 1.1. Change in the work
  - 1.2. Department action that is not part of the Contract

- 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
- 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
- 1.5. Department's failure to obtain timely access to the right-of-way
- 1.6. Department's failure to review a submittal or provide notification in the time specified
2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
  - 3.1. Critical delay
  - 3.2. Delay to a controlling activity caused by you
  - 3.3. Non-working day

**Replace "project" in the definition of "scheduled completion date" in section 1-1.07B with:**

work

10-19-12

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

**Contract time:** Number of original working days as adjusted by any time adjustment.

10-19-12

**Disadvantaged Business Enterprise:** Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

06-20-12

**Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:**

703 B ST

04-20-12

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

Office Engineer--All Projects Currently Advertised	<a href="http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php">http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php</a>	--	--
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01-20-12

^^

## 2 BIDDING

10-19-12

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

If an *Information Handout* or cross sections are available:

01-20-12

1. You may view them at the Contract Plans and Special Provisions link at the Office Engineer--All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

01-20-12  
**Add a paragraph break between the 1st and 2nd sentences of the 5th paragraph of section 2-1.06B.**

**Add between "and" and "are" in item 2 in the list in the 7th paragraph of section 2-1.06B:**  
04-20-12  
they

06-20-12  
**Delete "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 2-1.12B.**

06-20-12  
**Delete *U* in *UDBE* at each occurrence in section 2-1.12B.**

**Replace the 2nd paragraph of section 2-1.12B(1) with:**  
06-20-12  
To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

06-20-12  
**Delete the 3rd paragraph of section 2-1.12B(1):**

**Replace the 7th paragraph of section 2-1.12B(1) with:**  
06-20-12  
All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

**Replace "offered" at the end of the 2nd sentence of item 7 in the list of 2nd paragraph of section 2-1.12B(3) with:**  
06-20-12  
provided

01-20-12  
**Delete the 2nd paragraph of section 2-1.33A.**

**Replace the 3rd paragraph of section 2-1.33A with:**  
01-20-12  
Except for each subcontracted bid item number and corresponding percentage and proof of each required SSPC QP certification, do not fax submittals.

**Add to section 2-1.33C:**  
10-19-12  
On the *Subcontractor List*, you must either submit each subcontracted bid item number and corresponding percentage with your bid or fax these numbers and percentages to (916) 227-6282 within 24 hours after bid opening. Failure to do so results in a nonresponsive bid.

**Replace the paragraph in section 2-1.35 with:**

01-20-12

Submit proof of each required SSPC QP certification with your bid or fax it to (916) 227-6282 no later than 4:00 p.m. on the 2nd business day after bid opening. Failure to do so results in a nonresponsive bid.

^^

**3 CONTRACT AWARD AND EXECUTION**

10-19-12

**Add to the end of section 3-1.04:**

10-19-12

You may request to extend the award period by faxing a request to (916) 227-6282 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

**Replace the paragraph in section 3-1.11 with:**

10-19-12

Complete and deliver to the Office Engineer a *Payee Data Record* when requested by the Department.

**Replace section 3-1.13 with:**

07-27-12

**3-1.13 FORM FHWA-1273**

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

**Add to item 1 in the list in the 2nd paragraph of section 3-1.18:**

07-27-12

, including the attached form FHWA-1273

**Delete item 4 of the 2nd paragraph of section 3-1.18.**

10-19-12

^^

**5 CONTROL OF WORK**

10-19-12

**Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:**

10-19-12

and 100 or more working days

**Add to the list in the 4th paragraph of section 5-1.09A:**

9. Considering discussing with and involving all stakeholders in evaluating potential VECPs

10-19-12

**Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:**

, including VECPs

10-19-12

**Replace the 1st paragraph of section 5-1.09C with:**

For a contract with a total bid over \$10 million and 100 or more working days, training in partnering skills development is required.

10-19-12

**Delete the 2nd paragraph of section 5-1.09C.**

10-19-12

**Replace "at least 2 representatives" in the 5th paragraph of section 5-1.09C with:**

field supervisory personnel

10-19-12

**Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with:**

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date.

06-20-12

**Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with:**

30

06-20-12

**Replace "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 5-1.13B(2) with:**

Performance of

06-20-12

**Delete *U* in *UDBE* at each occurrence in section 5-1.13B(2).**

06-20-12

**Replace the 3rd paragraph of section 5-1.13B(2) with:**

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Department.

06-20-12

**Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:**

06-20-12

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

**Add to the list in the 4th paragraph of section 5-1.13B(2):**

06-20-12

8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause.

**Add between the 4th and 5th paragraphs of section 5-1.13B(2):**

07-20-12

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

**Add between "terminated" and ", you" in the 5th paragraph of section 5-1.13B(2):**

07-20-12

or substituted

**Replace "Contract" in item 1 in the list in the 5th paragraph of section 5-1.13C with:**

10-19-12

work

**Replace "Reserved" in section 5-1.20C with:**

10-19-12

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

**Add between the 2nd and 3rd paragraphs of section 5-1.23A:**

10-19-12

Submit action and informational submittals to the Engineer.

**Add to section 5-1.36C:**

07-20-12

If the Contract does not include an agreement with a railroad company, do not allow personnel or equipment on railroad property.

Prevent material, equipment, and debris from falling onto railroad property.



**FHWA-1273 Nondiscrimination Clauses**

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

**Replace the form in section 7-1.11B with:**

07-20-12



**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

AA

## 8 PROSECUTION AND PROGRESS

10-19-12

Replace "working days" in the 1st paragraph of section 8-1.02B(1) with:

original working days

10-19-12

Replace "working days" at each occurrence in the 1st paragraph of section 8-1.02C(1) with:

original working days

10-19-12

Delete the 4th paragraph of section 8-1.02C(1).

04-20-12

Replace "Contract" in the 9th paragraph of section 8-1.02C(1) with:

work

10-19-12

Replace the 1st paragraph of section 8-1.02C(3)(a) with:

Submit a description of your proposed schedule software for authorization.

04-20-12

Delete the last paragraph of section 8-1.02C(3)(a).

04-20-12

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

8-1.02C(3)(b) Reserved

10-19-12

Delete the 3rd paragraph of section 8-1.02C(5).

04-20-12

Replace "Contract" in the last paragraph of section 8-1.02C(5) with:

original

10-19-12

Replace "working days" in the 1st paragraph of section 8-1.02D(1) with:

original working days

10-19-12

Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:

8-1.02C(1)

01-20-12

**Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:**

10-19-12

work

**Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:**

10-19-12

work

**Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:**

10-19-12

work completion

**Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:**

10-19-12

original working days

**Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).**

04-20-12

**Replace the last paragraph of section 8-1.04B with:**

10-19-12

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

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

10-19-12

Contract time starts on the last day specified to start job site activities in section 8-1.04 or on the day you start job site activities, whichever occurs first.

**Replace the 2nd paragraph of section 8-1.05 with:**

10-19-12

Complete the work within the Contract time.

**Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05.**

10-19-12

**Replace the headings and paragraphs in section 8-1.06 with:**

10-19-12

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

**Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:**

10-19-12

For a critical delay, the Department may make a time adjustment.

**Add to the end of section 8-1.07C:**

10-19-12

The Department does not make a payment adjustment for overhead incurred during non-working days that extend the Contract into an additional construction season.

**Replace the 1st paragraph of section 8-1.07C with:**

10-19-12

For an excusable delay that affects your costs, the Department may make a payment adjustment.

**Replace "8-1.08B and 8-1.08C" in the 1st paragraph of section 8-1.10A with:**

08-05-11

8-1.10B and 8-1.10C

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

10-19-12

**8-1.10D Reserved**

^^

**9 PAYMENT**

01-18-13

**Replace item 1 in the 3rd paragraph of section 9-1.03 with:**

01-18-13

- 1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item

**Replace "in" in the 3rd paragraph of section 9-1.04A with:**

10-19-12

for

**Add to the end of section 9-1.04A:**

10-19-12

For nonsubcontracted work paid by force account for a contract with a TRO bid item, the markups are those shown in the following table instead of those specified in sections 9-1.04B-D:

Cost	Percent markup
Labor	30
Materials	10
Equipment rental	10

**Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.**

04-20-12

**Replace the formula in section 9-1.07B(2) with:**

$$Qh = HMATT \times Xa$$

04-20-12

**Replace "weight of dry aggregate" in the definition of the variable *Xa* in section 9-1.07B(2) with:**

total weight of HMA

04-20-12

**Replace the formula in section 9-1.07B(3) with:**

$$Qrh = RHMATT \times 0.80 \times Xarb$$

04-20-12

**Replace "weight of dry aggregate" in the definition of the variable *Xarb* in section 9-1.07B(3) with:**

total weight of rubberized HMA

04-20-12

**Replace the heading of section 9-1.07B(4) with:**

**Hot Mix Asphalt with Modified Asphalt Binder**

04-20-12

**Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):**

HMA with

04-20-12

**Replace the formula in section 9-1.07B(4) with:**

$$Qmh = MHMATT \times [(100 - Xam) / 100] \times Xmab$$

04-20-12

**Replace "weight of dry aggregate" in the definition of the variable *Xmab* in section 9-1.07B(4) with:**

total weight of HMA

04-20-12

**Replace the formula in section 9-1.07B(5) with:**

$$Qrap = HMATT \times Xaa$$

04-20-12

**Replace "weight of dry aggregate" in the definitions of the variables  $X_{aa}$  and  $X_{ta}$  in section 9-1.07B(5) with:**

04-20-12

total weight of HMA

**Add after the variable definitions in section 9-1.07B(9):**

04-20-12

The quantity of extender oil is included in the quantity of asphalt.

**Replace the headings and paragraphs in section 9-1.11 with:**

10-19-12

**9-1.11A General**

Section 9-1.11 applies if a bid item for time-related overhead is included in the Contract. If a bid item for time-related overhead is included, you must exclude the time-related overhead from every other bid item price.

**9-1.11B Payment Quantity**

The TRO quantity does not include the number of working days to complete plant establishment work.

For a contract with a TRO lump sum quantity on the Bid Item List, the Department pays you based on the following conversions:

1. LS unit of measure is replaced with WDAY
2. Lump sum quantity is replaced with the number of working days bid
3. Lump sum unit price is replaced with the item total divided by the number of working days bid

**9-1.11C Payment Inclusions**

Payment for the TRO bid item includes payment for time-related field- and home-office overhead for the time required to complete the work.

The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:

1. Salaries, benefits, and equipment costs of:
  - 1.1. Project managers
  - 1.2. General superintendents
  - 1.3. Field office managers
  - 1.4. Field office staff assigned to the project
2. Rent
3. Utilities
4. Maintenance
5. Security
6. Supplies
7. Office equipment costs for the project's field office

The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

1. General administration
2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating



Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
  - 1.1. Your other contracts or other businesses
  - 1.2. Equipment coordination
  - 1.3. Material deliveries
  - 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract
3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

#### **9-1.11D Payment Schedule**

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the *Weekly Statement of Working Days*.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

#### **9-1.11E Payment Adjustments**

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

10-19-12

**Delete "revised Contract" in item 1 of the 1st paragraph of section 9-1.16E(2).**





## 13 WATER POLLUTION CONTROL

10-19-12

### Add to section 13-1.01A:

01-20-12

Comply with the Department's general permit issued by the State Water Resources Control Board for *Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)*. The Department's general permit governs stormwater and nonstormwater discharges from the Department's properties, facilities, and activities. The Department's general permit may be viewed at the Web site for the State Water Resources Control Board, Storm Water Program, Caltrans General Permit.

### Add to the list in the 1st paragraph of section 13-1.01D(3)(b):

10-21-11

3. Have completed SWRCB approved QSD training and passed the QSD exam

### Add to the list in the 2nd paragraph of section 13-1.01D(3)(b):

10-21-11

3. Have completed SWRCB approved QSP training and passed the QSP exam

### Replace "working days" at each occurrence in section 13-3.04 with.

10-19-12

original working days

### Replace the paragraph in section 13-4.04 with:

04-20-12

Not Used

### Delete "or stockpile" in the 3rd paragraph of section 13-5.02F.

10-19-12

### Replace section 13-5.03F with:

04-20-12

13-5.03F Reserved

### Delete "or stockpile" in item 1 in the list in the 1st paragraph of section 13-5.03K.

10-19-12

### Delete the 3rd paragraph of section 13-5.03K.

10-19-12

### Replace the 2nd sentence in the 1st paragraph of section 13-9.01A with:

10-19-12

You may use any of the following systems for temporary concrete washout:

1. Temporary concrete washout facility
2. Portable temporary concrete washout

Northside School Class I Bike Path Project  
Contract No. PW 11-30628/CIP No. 72304 & 72306  
May 21, 2013

County of El Dorado, DOT  
Special Provisions  
AA-29



**Replace the 2nd paragraph of section 15-5.01C(4) with:**

10-19-12

Before removing asphalt concrete surfacing, verify the depth of the surfacing at the supports and midspans of each structure (1) in each shoulder, (2) in the traveled way, and (3) at the roadway crown, if a crown is present.

**Replace the 2nd paragraph of section 15-5.03A(2) with:**

10-19-12

For a contract with less than 60 original working days, submit certificates of compliance for the filler material and bonding agents.

**Replace the 4th paragraph of section 15-5.03B with:**

10-19-12

For a contract with less than 60 original working days, alternative materials must be authorized before use.

**Add between the 5th and 6th paragraphs of section 15-5.03C:**

10-19-12

The final surface finish of the patched concrete surface must comply with section 51-1.03F.

**Delete the 4th paragraph of section 15-5.05C.**

10-19-12

**Replace "51-1.03F(5)" in the 3rd paragraph of section 15-5.06C(1) with:**

10-19-12

51-1.01D(4)

**Replace "51-1.03E(5)" in the 5th paragraph of section 15-5.06C(1) with:**

10-19-12

51-1.03F(5)

**Delete the 9th paragraph of section 15-5.06C(1).**

10-19-12

**Add to section 15-5.06C(1):**

10-19-12

Texture the polyester concrete surface before gelling occurs by longitudinal tining under 51-1.03F(5)(b)(iii), except do not perform initial texturing.

**Replace the 1st paragraph in section 15-5.07B(4) with:**

10-19-12

Payment for furnishing dowels is not included in the payment for core and pressure grout dowel.



1. Complete stability testing
2. Obtain authorization of test data

**Replace the 2nd sentence of the 7th paragraph of section 19-3.03K:**

01-20-12

Stop construction in unstable areas until remedial measures have been taken. Remedial measures must be submitted and authorized.

**Add between the 8th and 9th paragraphs of section 19-3.03K:**

01-20-12

When your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

**Replace the 9th paragraph of section 19-3.03K:**

01-20-12

Do not excavate to the next underlying excavation lift until the following conditions have been attained for the portion of the soil nail or ground anchor wall in the current excavation lift:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing is constructed.
3. Grout and shotcrete have cured for at least 72 hours.
4. Specified tests are complete for that portion of wall and the results are authorized.
5. Soil nail facing anchorages are attached or ground anchors are locked off.

01-18-13

01-20-12

**Replace the 2nd sentence in the 7th paragraph of section 19-3.04 with:**

01-18-13

Structure excavation more than 0.5 foot from the depth shown is paid for as a work-character change if you request an adjustment or the Engineer orders an adjustment.

**Replace "Contract completion time" in the 8th paragraph of section 19-6.03D with:**

10-19-12

work completion date

**Add to section 19:**

01-18-13

**19-10-19-20 RESERVED**

^^







**DIVISION IV SUBBASES AND BASES**  
**29 TREATED PERMEABLE BASES**

04-20-12

Replace "section 68-4.02C" in the 6th paragraph of section 29-1.03A with:

section 64-4.03

04-20-12

AA

Replace section 30 with:

04-20-12

**30 RECLAIMED PAVEMENTS**

04-20-12

**30-1 GENERAL**

**30-1.01 GENERAL**

Section 30 includes specifications for reclaiming the pavement section and constructing a base.

**30-2 FULL DEPTH RECLAIMED—FOAMED ASPHALT**

Reserved

**30-3–30-6 RESERVED**

AA

**DIVISION V SURFACINGS AND PAVEMENTS**  
**37 BITUMINOUS SEALS**

01-18-13

Replace section 37-1.01 with:

01-18-13

**37-1.01 GENERAL**

**37-1.01A Summary**

Section 37-1 includes general specifications for applying bituminous seals.

**37-1.01B Definitions**

Reserved

**37-1.01C Submittals**

Reserved

**37-1.01D Quality Control and Assurance**

**37-1.01D(1) General**

Reserved

**37-1.01D(2) Prepaving Conference**

For seal coats and micro-surfacing, schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:



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

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

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

**Add to the end of the paragraph in section 39-1.02A:**

10-19-12

as shown

**Replace the paragraphs in section 39-1.02F with:**

02-22-13

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

You may produce HMA Type A or B using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP at a substitution rate not exceeding 25 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

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

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

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

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

AASHTO T 324 (Modified) is AASHTO T 324, "Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt (HMA)," with the following parameters:

1. Target air voids must equal  $7 \pm 1$  percent
2. Number of test specimens must be 4
3. Test specimen must be a 6-inch gyratory compacted specimen
4. Test temperature must be set at  $140 \pm 2$  degrees F
5. Measurements for impression must be taken at every 100 passes
6. Inflection point defined as the number of wheel passes at the intersection of the creep slope and the stripping slope
7. Testing shut off must be set at 25,000 passes

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

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

**39-1.02F(3) Substitution Rate Greater than 15 Percent**

For a RAP substitution rate greater than 15 percent, fractionate RAP into 2 sizes, a coarse fraction RAP retained on 1/4-inch screen and a fine fraction RAP passing 1/4-inch screen.

Sample and test processed RAP at a minimum frequency of 1 sample per 1000 tons with a minimum of 6 samples for each processed RAP stockpile. The asphalt binder content and specific gravity must meet the processed RAP quality characteristics. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

The processed RAP asphalt binder content must be within  $\pm 2.0$  percent of the average processed RAP stockpile asphalt binder content when tested under ASTM D 2172, Method B. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within  $\pm 2.0$  percent of the average binder content of the original processed RAP stockpile.

The maximum specific gravity for processed RAP must be within  $\pm 0.06$  when tested under California Test 309 of the average maximum specific gravity reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form.

**Replace "less than 10 percent" in note "b" in the table in the 5th paragraph of section 39-1.02E with:**

01-20-12

10 percent or less

**Replace items 7 and 8 in the 5th paragraph of section 39-1.03A with:**

02-22-13

7. Substitution rate by more than 5 percent if your assigned RAP substitution rate is 15 percent or less
8. Substitution rate by more than 3 percent if your assigned RAP substitution rate is greater than 15 percent
9. Average binder content by more than 2 percent from the average binder content of the original processed RAP stockpile used in the mix design
10. Maximum specific gravity of processed RAP by more than  $\pm 0.060$  from the average maximum specific gravity of processed RAP reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form
11. Any material in the JMF

**Replace the 1st paragraph of section 39-1.03B with:**

02-22-13

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

### HMA Mix Design Requirements

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

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

For RAP substitution rate greater than 15 percent, the mix design must comply with the additional quality characteristics shown in the following table:

### Additional HMA Mix Design Requirements for RAP Substitution Rate Greater Than 15 Percent

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)	AASHTO T 324 (Modified) <sup>a</sup>			
PG-58		10,000	10,000	--
PG-64		15,000	15,000	
PG-70		20,000	20,000	
PG-76 or higher		25,000	25,000	
Hamburg wheel track (inflection point minimum number of passes) <sup>f</sup>	AASHTO T 324 (Modified) <sup>a</sup>			
PG-58		10,000	10,000	--
PG-64		10,000	10,000	
PG-70		12,500	12,500	
PG-76 or higher		15000	15000	
Moisture susceptibility (minimum dry strength, psi)	California Test 371 <sup>a</sup>	120	120	--
Moisture susceptibility (tensile strength ration, %)	California Test 371 <sup>a</sup>	70	70	--

<sup>a</sup> Test plant produced HMA.

For HMA with RAP, the maximum binder replacement must be 25.0 percent of OBC for surface course and 40.0 percent of OBC for lower courses.

For HMA with a binder replacement less than or equal to 25 percent of OBC, you may request that the PG asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

For HMA with a binder replacement greater than 25 percent but less than or equal to 40 percent of OBC, you must use a PG asphalt binder grade with upper and lower temperature classifications reduced by 6 degrees C from the specified grade.

**Replace item 4 in the list in the 1st paragraph of section 39-1.03C with:**

4. JMF renewal on a *Caltrans Job Mix Formula Renewal* form, if applicable

01-20-12

**Add after the last paragraph of section 39-1.03C:**

For RAP substitution rate greater than 15 percent, submit with the JMF submittal:

02-22-13

1. California Test 371 tensile strength ratio and minimum dry strength test results
2. AASHTO T 324 (Modified) test results

For RAP substitution rate greater than 15 percent, submit California Test 371 and AASHTO T 324 (Modified) test results to the Engineer and to:

Moisture\_Tests@dot.ca.gov

**Replace the 2nd paragraph of section 39-1.03E with:**

04-20-12

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

**Add between the 3rd and 4th paragraphs of section 39-1.03E:**

04-20-12

Asphalt binder set point for HMA must be the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. When RAP is used, asphalt binder set point for HMA must be:

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

Where:

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

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

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



**Replace item 4 in the list in the 8th paragraph of section 39-1.03E with:**

04-20-12

4. HMA quality specified in the table titled "HMA Mix Design Requirements" except:
  - 4.1. Air void content, design value  $\pm 2.0$  percent
  - 4.2. Voids filled with asphalt, report only
  - 4.3. Dust proportion, report only

**Replace the 12th paragraph of section 39-1.03E with:**

04-20-12

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

**Replace the 14th paragraph of section 39-1.03E with:**

01-20-12

A verified JMF is valid for 12 months.

**Replace the last sentence in the 15th paragraph of section 39-1.03E with:**

01-20-12

This deduction does not apply to verifications initiated by the Engineer or JMF renewal.

**Replace the 16th paragraph of section 39-1.03E with:**

02-22-13

Except for RAP substitution rate greater than 15 percent, for any HMA produced under the QC/QA process the Department does not use California Test 371 test results for verification.

**Add between the 1st and 2nd paragraphs of section 39-1.03F:**

04-20-12

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

01-20-12

**Delete the 4th paragraph of section 39-1.03F.**

**Replace items 3 and 5 in the list in the 6th paragraph of section 39-1.03F with:**

01-20-12

3. Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

**Add between the 6th and 7th paragraphs of section 39-1.03F:**

01-20-12

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

**Replace section 39-1.03G with:**

04-20-12

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

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

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

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

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

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

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

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

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

**Add to section 39-1.03:**

01-20-12

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

You may start HMA production if:

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

**Replace "3 days" in the 1st paragraph of section 39-1.04A with:**

01-20-12

3 business days

**Replace the 2nd sentence in the 2nd paragraph of section 39-1.04A with:**

01-20-12

During production, take samples under California Test 125. You may sample HMA from:

**Replace the 2nd paragraph of section 39-1.04E with:**

02-22-13

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

For RAP substitution rate of greater than 15percent, sample processed RAP twice daily.

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

**Replace "5 days" in the 1st paragraph of section 39-1.06 with:**

01-20-12

5 business days

**Replace the 3rd paragraph of section 39-1.08A with:**

04-20-12

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

**Add to section 39-1.08A:**

04-20-12

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

02-22-13

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

For RAP substitution greater than 15, you may adjust the RAP by  $\pm 3$  percent.

04-20-12

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

**Replace the 3rd paragraph of section 39-1.08B with:**

09-16-11

Asphalt rubber binder must be from 375 to 425 degrees F when mixed with aggregate.

**Replace section 39-1.11 with:**

01-18-13

**39-1.11 CONSTRUCTION**

**39-1.11A General**

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

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

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

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

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

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

HMA must be free of:

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

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

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

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

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

For HMA thickness of 0.15 ft or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For HMA thickness greater than 0.15 ft, you must place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

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

For divided highways with an HMA lift thickness greater than 0.15 foot, you may construct a 1-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at the top and bottom of the tapered wedge.

The tapered notched wedge must retain its shape while exposed to traffic. Pave the adjacent lane within 1 day.

Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver.

You may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 91 percent compaction.

Perform QC testing on the completed tapered notch wedge joint as follows:

1. Perform field compaction tests at the rate of 1 test for each 750-foot section along the joint. Select random locations for testing within each 750-foot section.
2. Perform field compaction tests at the centerline of the joint, 6 inches from the upper vertical notch, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine maximum density test results.
4. Determine percent compaction of the longitudinal joint as the ratio of the average of the field compaction values and the maximum density test results.

For HMA under QC/QA construction process, the additional quality control compaction results associated with the tapered notch wedge will not be included in the computation of any quality factor and process control.

For acceptance of the completed tapered notch wedge joint, take two 4- or 6-inch diameter cores 6 inches from the upper vertical notch of the completed longitudinal joint for every 3,000 feet at locations designated by the Engineer. Take cores after the adjacent lane is placed and before opening the pavement to traffic. Cores must be taken in the presence of the Engineer and must be marked to identify the test sites. Submit the cores. One core will be used for determination of the field density and 1 core will be used for dispute resolution. The Engineer determines:

1. Field compaction by measuring the bulk specific gravity of the cores under California Test 308, Method A
2. Percent compaction as the ratio of the average of the bulk specific gravity of the core for each day's production to the maximum density test value

For HMA under QC/QA construction process, the additional quality assurance testing by the Engineer to determine field compaction associated with the tapered notch wedge will not be included in the Engineer's verification testing and in the computation of any quality factor and process control.

Determine percent compaction values each day the joint is completed and submit values within 24 hours of testing. If the percent compaction of 1 day's production is less than 91 percent, that day's notched wedge joint is rejected. Discontinue placement of the tapered notched wedge and notify the Engineer of changes you will make to your construction process in order to meet the specifications.

For HMA under QC/QA construction process, quantities of HMA placed in the completed longitudinal joint will have a quality factor  $QF_{QC5}$  of 1.0.

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

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

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

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

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

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

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

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

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

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

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

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

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

Do not use a pneumatic-tired roller to compact RHMA-G.

For Standard and QC/QA construction processes, if 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

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

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

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

If you request and if authorized, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under section 17-3.

Spread sand at a rate from 1 to 2 lb/sq yd on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with section 90-1.02C(4)(c). Keep traffic off the pavement until spreading sand is complete.

### **Replace the 5th and 6th paragraphs of section 39-1.12C with:**

07-20-12

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the  $PI_0$  must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the  $PI_0$  must be at most 5 inches per 0.1-mile section.

### **Add to section 39-1.12:**

01-20-12

### **39-1.12E Reserved**

### **Add to section 39-1.14:**

01-20-12

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

**Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:**

6.4

04-20-12

**Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:**

5.7

04-20-12

**Replace "6.8" in the 1st paragraph of section 39-1.15B with:**

6.4

04-20-12

**Replace "6.0" in the 1st paragraph of section 39-1.15B with:**

5.7

04-20-12

**Replace the 1st paragraph of section 39-2.02B with:**

Perform sampling and testing at the specified frequency for the quality characteristics shown in the following table:

02-22-13

**Minimum Quality Control—Standard Construction Process**

Quality characteristic	Test method	Minimum sampling and testing frequency	HMA type			
			A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	California Test 202	1 per 750 tons and any remaining part at the end of the project	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min) <sup>c</sup>	California Test 217		47	42	47	--
Asphalt binder content (%)	California Test 379 or 382		JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Field compaction (% max. theoretical density) <sup>d,e</sup>	QC plan	2 per business day (min.)	91–97	91–97	91–97	--
Stabilometer value (min) <sup>c</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	1 per 4,000 tons or 2 per 5 business days, whichever is greater	30	30	--	--
			37	35	23	--
Air void content (%) <sup>c, f</sup>	California Test 367		4 ± 2	4 ± 2	TV ± 2	--
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>g</sup>	California Test 226 or 370	2 per day during production	--	--	--	--
Percent of crushed particles coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	As designated in the QC plan. At least once per project	90	25	--	90
			75	--	90	75
			70	20	70	90
Los Angeles Rattler (% max)	California Test 211					



Loss at 100 rev.			12	--	12	12
Loss at 500 rev.			45	50	40	40
Flat and elongated particles (% max by weight @ 5:1)	California Test 235		Report only	Report only	Report only	Report only
Fine aggregate angularity (% min) <sup>h</sup>	California Test 234		45	45	45	--
Voids filled with asphalt (%) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0	--
Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367		0.6-1.2 0.6–1.2	0.6-1.2 0.6–1.2	Report only	--
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is more	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--
Hamburg wheel track (inflection point minimum number of passes) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is more	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--
Moisture susceptibility (minimum dry strength, psi) <sup>j</sup>	California Test 371	For RAP ≥15% 1 per 10,000 tons or 1 per project whichever is greater	120	120	--	--
Moisture	California	For RAP	70	70	--	--

susceptibility (tensile strength ration, %) <sup>j</sup>	Test 371	≥15% 1 per 10,000 tons or 1 per project whichever is greater				
Smoothness	Section 39-1.12	--	12-foot straight-edge, must grind, and PI <sub>0</sub>	12-foot straight-edge, must grind, and PI <sub>0</sub>	12-foot straight-edge, must grind, and PI <sub>0</sub>	12-foot straight-edge, must grind, and PI <sub>0</sub>
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500–4,000	1,500–4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Section 39-1.02D	Section 39-1.04C	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> Determine combined aggregate gradation containing RAP under California Test 367.

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

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

<sup>d</sup> Determine field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>e</sup> To determine field compaction use:

1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

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

<sup>g</sup> For adjusting the plant controller at the HMA plant.

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

<sup>i</sup> Report only.

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

**Replace the 1st paragraph of section 39-2.03A with:**

02-22-13

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

**HMA Acceptance—Standard Construction Process**

Quality characteristic	Test method	HMA type						
		A	B	RHMA-G	OGFC			
<b>Aggregate gradation<sup>a</sup></b>		California Test 202	JMF ± tolerance <sup>c</sup>	JMF ± tolerance <sup>c</sup>	JMF ± tolerance <sup>c</sup>	JMF ± tolerance <sup>c</sup>		
Sieve	3/4"						1/2"	3/8"
1/2"	X <sup>b</sup>							
3/8"							X	
No. 4								X
No. 8	X						X	X
No. 200	X	X	X					
Sand equivalent (min) <sup>d</sup>	California Test 217	47	42	47	--			
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40			
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0			
Field compaction (% max. theoretical density) <sup>e, f</sup>	California Test 375	91–97	91–97	91–97	--			
Stabilometer value (min) <sup>d</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--			
		37	35	23	--			
Air void content (%) <sup>d, g</sup>	California Test 367	4 ± 2	4 ± 2	TV ± 2	--			
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90			
		75	--	90	75			
		70	20	70	90			
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12			
		45	50	40	40			
Fine aggregate angularity (% min) <sup>h</sup>	California Test 234	45	45	45	--			
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--			
		65.0–75.0	65.0–75.0					
		65.0–75.0	65.0–75.0					
		65.0–75.0	65.0–75.0					
Voids in mineral aggregate (% min) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading	California Test 367	17.0	17.0	--	--			
		15.0	15.0	--	--			
		14.0	14.0	18.0–23.0	--			

3/4" grading		13.0	13.0	18.0–23.0	
Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6-1.2 0.6–1.2	0.6-1.2 0.6–1.2	Report only	--
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--
Hamburg wheel track (inflection point minimum number of passes) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--
Moisture susceptibility (minimum dry strength, psi) <sup>j</sup>	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) <sup>j</sup>	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight- edge, must grind, and PI <sub>0</sub>	12-foot straight- edge, must grind, and PI <sub>0</sub>	12-foot straight- edge, must grind, and PI <sub>0</sub>	12-foot straight- edge and must grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92- 1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

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

<sup>b</sup> "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

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

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

<sup>e</sup> The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>f</sup> To determine field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

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

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

<sup>i</sup> Report only.

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

**Replace the 5th paragraph of section 39-2.03A with:**

01-20-12

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.2 foot and any layer is less than 0.20 foot.

**Replace the 1st paragraph of section 39-3.02A with:**

02-22-13

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

**HMA Acceptance—Method Construction Process**

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	California Test 202	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>
Sand equivalent (min) <sup>c</sup>	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) <sup>c</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--
		37	35	23	--
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90
		75	--	90	75
		70	20	70	90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12
		45	50	40	40
Air void content (%) <sup>c, d</sup>	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) <sup>e</sup>	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
Voids in mineral aggregate (% min) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--
		15.0	15.0	--	--
		14.0	14.0	18.0–23.0	18.0–23.0
		13.0	13.0	18.0–23.0	18.0–23.0
Dust proportion <sup>1</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2	0.6–1.2	Report only	--
		0.6–1.2	0.6–1.2		
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) <sup>9</sup> PG-58	AASHTO T 324 (Modified)	10,000	10,000	--	--

PG-64 PG-70 PG-76 or higher		15,000 20,000 25,000	15,000 20,000 25,000		
Hamburg wheel track (inflection point minimum number of passes) <sup>g</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--
Moisture susceptibility (minimum dry strength, psi) <sup>g</sup>	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) <sup>g</sup>	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92- 1.01D(2) and section 39-1.02D	Section 92- 1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

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

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

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

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

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

<sup>f</sup> Report only.

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

**Replace "280 degrees F" in item 2 in the list in the 6th paragraph of section 39-3.04 with:**

285 degrees F

01-20-12

**Replace "5,000" in the 5th paragraph of section 39-4.02C with:**

10,000

02-22-13

**Replace the 7th paragraph of section 39-4.02C with:**

02-22-13

Except for RAP substitution rate of greater than 15 percent, the Department does not use results from California Test 371 to determine specification compliance.

Northside School Class I Bike Path Project  
Contract No. PW 11-30628/CIP No. 72304 & 72306  
May 21, 2013

County of El Dorado, DOT  
Special Provisions  
AA-56

**Replace the 8th paragraph of section 39-4.02C with:**

02-22-13

Comply with the values for the HMA quality characteristics and minimum random sampling and testing for quality control shown in the following table:



**Minimum Quality Control—QC/QA Construction Process**

Quality characteristic	Test method	Minimum sampling and testing frequency	HMA Type			Location of sampling	Maximum reporting time allowance
			A	B	RHMA-G		
Aggregate gradation <sup>a</sup>	California Test 202	1 per 750 tons	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	California Test 125	24 hours
Asphalt binder content (%)	California Test 379 or 382		JMF±0.40	JMF±0.40	JMF ±0.40	Loose mix behind paver See California Test 125	
Field compaction (% max. theoretical density) <sup>c,d</sup>	QC plan		92–96	92–96	91–96	QC plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>e</sup>	California Test 226 or 370	2 per day during production	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min) <sup>f</sup>	California Test 217	1 per 750 tons	47	42	47	California Test 125	24 hours
HMA moisture content (% max)	California Test 226 or 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See California Test 125	24 hours
Stabilometer value (min) <sup>f</sup>	California Test 366	1 per 4,000 tons or 2 per 5 business days, whichever is greater	30	30	--		48 hours
No. 4 and 3/8" gradings 1/2" and 3/4" gradings			37	35	23		
Air void content (%) <sup>f,g</sup>	California Test 367		4 ± 2	4 ± 2	TV ± 2		

Percent of crushed particles coarse aggregate (% min.): One fractured face Two fractured faces	California Test 205	As designated in QC plan.  At least once per project.	90	25	--	California Test 125	48 hours
			75	--	90		
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve): One fractured face			70	20	70		
Los Angeles Rattler (% max): Loss at 100 rev. Loss at 500 rev.	California Test 211		12	--	12	California Test 125	
			45	50	40		
Fine aggregate angularity (% min) <sup>h</sup>	California Test 234	45	45	45	California Test 125		
Flat and elongated particle (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	California Test 125		
Voids filled with asphalt (%) <sup>i</sup>  No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367			Report only			
		65.0–75.0	65.0–75.0				
		65.0–75.0	65.0–75.0				
		65.0–75.0	65.0–75.0				
		65.0–75.0	65.0–75.0				

Voids in mineral aggregate (% min.) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0		
Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367		0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only		
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is greater	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--	
Hamburg wheel track (inflection point minimum number of passes) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	1 per 10,000 tons or 1 per project whichever is greater	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	--	--	
Moisture susceptibility (minimum dry strength, psi) <sup>j</sup>	California Test 371	1 per 10,000 tons or 1 per project whichever is greater	120	120	--	--	
Moisture susceptibility (tensile strength ratio, %) <sup>j</sup>	California Test 371	1 per 10,000 tons or 1 per project whichever is greater	70	70	70	--	

Smoothness	Section 39-1.12	--	12-foot straight-edge, must-grind, and $PI_0$	12-foot straight-edge, must-grind, and $PI_0$	12-foot straight-edge, must-grind, and $PI_0$	--	
Asphalt rubber binder viscosity @ 375 °F, centipoises	Section 39-1.02D	--	--	--	1,500–4,000	Section 39-1.02D	24 hours
CRM	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours

<sup>a</sup> Determine combined aggregate gradation containing RAP under California Test 367.

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

<sup>c</sup> Determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

<sup>d</sup> To determine field compaction use:

1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

<sup>e</sup> For adjusting the plant controller at the HMA plant.

<sup>f</sup> Report the average of 3 tests from a single split sample.

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

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

<sup>i</sup> Report only.

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

**Replace the 1st sentence in the 1st paragraph of section 39-4.03B(2) with:**

01-20-12

For aggregate gradation and asphalt binder content, the minimum ratio of verification testing frequency to quality control testing frequency is 1:5.

**Replace the 2nd "and" in the 7th paragraph of section 39-4.03B(2) with:**

01-20-12

or

**Replace the 1st paragraph of section 39-4.04A with:**

02-22-13

The Engineer samples for acceptance testing and tests for the following quality characteristics:

**HMA Acceptance—QC/QA Construction Process**

Index (i)	Quality characteristic				Weight -ing factor (w)	Test method	HMA type		
							A	B	RHMA-G
		Aggregate gradation <sup>a</sup>				California Test 202	JMF ± Tolerance <sup>c</sup>		
	Sieve	3/4"	1/2"	3/8"					
1	1/2"	X <sup>d</sup>	--	--	0.05				
1	3/8"	--	X	--	0.05				
1	No. 4	--	--	X	0.05				
2	No. 8	X	X	X	0.10				
3	No. 200	X	X	X	0.15				
4	Asphalt binder content (%)				0.30	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40
5	Field compaction (% max. theoretical density) <sup>d,e</sup>				0.40	California Test 375	92–96	92–96	91–96
	Sand equivalent (min) <sup>f</sup>					California Test 217	47	42	47
	Stabilometer value (min) <sup>f</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings					California Test 366	30 37	30 35	-- 23
	Air void content (%) <sup>f,g</sup>					California Test 367	4 ± 2	4 ± 2	TV ± 2
	Percent of crushed particles coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on No. 8 sieve.) One fractured face					California Test 205	90 75	25 --	-- 90
	HMA moisture content (% max)					California Test 226 or 370	1.0	1.0	1.0
	Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.					California Test 211	12 45	-- 50	12 40
	Fine aggregate angularity (% min) <sup>h</sup>					California Test 234	45	45	45
	Flat and elongated particle (% max by weight @ 5:1)					California Test 235	Report only	Report only	Report only

	Voids in mineral aggregate (% min) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading		California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0
	Voids filled with asphalt (%) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading		California Test 367	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only
	Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings		California Test 367	0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only
	Hamburg Wheel Tracker (minimum number of passes at 0.5 inch average rut depth) <sup>j</sup> PG-58 PG-64 PG-70 PG-76 or higher		AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--
	Hamburg Wheel Tracker (inflection point minimum number of passes) <sup>i</sup> PG-58 PG-64 PG-70 PG-76 or higher		AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--
	Moisture susceptibility (minimum dry strength, psi) <sup>j</sup>		California Test 371	120	120	--
	Moisture susceptibility (tensile strength ratio %) <sup>j</sup>		California Test 371	70	70	70
	Smoothness		Section 39-1.12	12-foot straight-edge, must grind, and Pl <sub>0</sub>	12-foot straight-edge, must grind, and Pl <sub>0</sub>	12-foot straight-edge, must grind, and Pl <sub>0</sub>
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92-1.01D(2) and section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	CRM		Various	--	--	Section 39-1.02D

- <sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.
- <sup>b</sup> "X" denotes the sieves the Engineer tests for the specified aggregate gradation.
- <sup>c</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.
- <sup>d</sup> The Engineer determines field compaction for any of the following conditions:
  - 1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and less than 0.20 foot.
  - 2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.
- <sup>e</sup> To determine field compaction, the Engineer uses:
  - 1. California Test 308, Method A, to determine in-place density of each density core.
  - 2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.
- <sup>f</sup> The Engineer reports the average of 3 tests from a single split sample.
- <sup>g</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
- <sup>h</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.
- <sup>i</sup> Report only.
- <sup>j</sup> Applies to RAP substitution rate greater than 15 percent.

**Replace the 3rd paragraph of section 39-4.04A with:**

01-20-12

The Department determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

- 1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
- 2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 and any layer is less than 0.20 foot.

^^

**40 CONCRETE PAVEMENT**

01-20-12

**Replace section 40-1.01C(4) with:**

01-20-12

**40-1.01C(4) Authorized Laboratory**

Submit for authorization the name of the laboratory you propose to use for testing the drilled core specimens for air content.

**Replace the paragraph in section 40-1.01C(8) with:**

01-20-12

Submit a plan for protecting concrete pavement during the initial 72 hours after paving when the forecasted minimum ambient temperature is below 40 degrees F.

**Delete "determined under California Test 559" in section 40-1.01C(9).**

01-20-12

**Replace the 2nd and 3rd paragraphs in section 40-1.01D(4) with:**

01-20-12

The QC plan must include details of corrective action to be taken if any process is out of control. As a minimum, a process is out of control if any of the following occurs:

1. For fine and coarse aggregate gradation, 2 consecutive running averages of 4 tests are outside the specification limits
2. For individual penetration or air content measurements:
  - 2.1. One point falls outside the suspension limit line
  - 2.2. Two points in a row fall outside the action limit line

Stop production and take corrective action for out of control processes or the Engineer rejects subsequent material.

**Replace the 1st paragraph in section 40-1.01D(5) with:**

01-20-12

Determine the minimum cementitious materials content. Use your value for minimum cementitious material content for *MC* in equation 1 and equation 2 of section 90-1.02B(3).

**Replace the 1st sentence of the 3rd paragraph of section 40-1.01D(9) with:**

01-20-12

Use a California profilograph to determine the concrete pavement profile.

**Replace the title of the table in section 40-1.01D(13)(a) with:**

01-20-12

**Concrete Pavement Acceptance Testing**

**Replace the 2nd and 3rd paragraphs in section 40-1.01D(13)(a) with:**

01-20-12

Pavement smoothness may be accepted based on the Department's testing. A single test represents no more than 0.1 mile.

Acceptance of modulus of rupture, thickness, dowel bar and tie bar placement, coefficient of friction, smoothness, and air content, does not constitute final concrete pavement acceptance.

**Delete item 4 in the list in the 2nd paragraph in section 40-1.01D(13)(c)(2).**

01-20-12

**Replace items 1 and 2 in the list in the 2nd paragraph in 40-1.01D(13)(d) with:**

01-20-12

1. For tangents and horizontal curves having a centerline radius of curvature 2,000 feet or more, the  $PI_0$  must be at most 2-1/2 inches per 0.1-mile section.
2. For horizontal curves having a centerline radius of curvature from 1,000 to 2,000 feet including concrete pavement within the superelevation transitions of those curves, the  $PI_0$  must be at most 5 inches per 0.1-mile section.

**Replace the 1st and 2nd variables in the equation in section 40-1.01D(13)(f) with:**

01-20-12

$n_c$  = Number of your quality control tests (minimum of 6 required)



$n_v$  = Number of verification tests (minimum of 2 required)

**Replace "Your approved third party independent testing laboratory" in the 4th paragraph of section 40-1.01D(13)(f) with:**

01-20-12

The authorized laboratory

**Replace item 2 in the list in the 2nd paragraph of section 40-1.01D(13)(g):**

01-20-12

2. One test for every 4,000 square yards of concrete pavement with tie bars or remaining fraction of that area. Each tie bar test consists of 2 cores with 1 on each tie-bar-end to expose both ends and allow measurement.

**Replace section 40-1.01D(13)(h) with:**

01-20-12

**40-1.01D(13)(h) Bar Reinforcement**

Bar reinforcement is accepted based on inspection before concrete placement.

**Replace the paragraph in section 40-1.02B(2) with:**

01-20-12

PCC for concrete pavement must comply with section 90-1 except as otherwise specified.

**Replace the paragraphs in section 40-1.02D with:**

01-20-12

Bar reinforcement must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, bar reinforcement must comply with section 52.

If the project is shown to be in high desert or any mountain climate regions, bar reinforcement must be one of the following:

1. Epoxy-coated bar reinforcement under section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60. Bars must be handled under ASTM D 3963/D 3963M and section 52-2.02C.
2. Low carbon, chromium steel bar complying with ASTM A 1035/A 1035M

**Replace the paragraphs in section 40-1.02E with:**

01-20-12

Tie bars must be deformed bars.

If the project is not shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with either section 52-2.02B or 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, tie bars must be one of the following:

1. Epoxy-coated bar reinforcement. Bars must comply with section 52-2.03B except bars must comply with either ASTM A 706/A 706M; ASTM A 996/A 996M; or ASTM A 615/A 615M, Grade 40 or 60.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

Fabricate, sample, and handle epoxy-coated tie bars under ASTM D 3963/D 3963M, section 52-2.02C, or section 52-2.03C.

Do not bend tie bars.

**Replace the 1st, 2nd, and 3rd paragraphs in section 40-1.02F with:**

01-20-12

Dowel bars must be plain bars. Fabricate, sample, and handle epoxy-coated dowel bars under ASTM D 3963/D 3963M and section 52-2.03C except each sample must be 18 inches long.

If the project is not shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with either section 52-2.02B or 52-2.03B.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.
3. Low carbon, chromium-steel bars under ASTM A 1035/A 1035M.

If the project is shown to be in high desert or any mountain climate region, dowel bars must be one of the following:

1. Epoxy-coated bars. Bars must comply with ASTM A 615/A 615M, Grade 40 or 60. Epoxy coating must comply with section 52-2.03B.
2. Stainless-steel bars. Bars must be descaled, pickled, polished, and solid stainless-steel bars under ASTM A 955/A 955M, Grade 60, UNS Designation S31603 or S31803.

**Replace the paragraphs in section 40-1.02G with:**

01-20-12

For dowel and tie bar baskets, wire must comply with ASTM A 82/A 82M and be welded under ASTM A 185/A 185M, Section 7.4. The minimum wire-size no. is W10. Use either U-frame or A-frame shaped assemblies.

If the project is not shown to be in high desert or any mountain climate region. Baskets may be epoxy-coated, and the epoxy coating must comply with either section 52-2.02B or 52-2.03B.

If the project is shown to be in high desert or any mountain climate region, wire for dowel bar and tie bar baskets must be one of the following:

1. Epoxy-coated wire complying with section 52-2.03B
2. Stainless-steel wire. Wire must be descaled, pickled, and polished solid stainless-steel. Wire must comply with (1) the chemical requirements in ASTM A 276/A 276M, UNS Designation S31603 or S31803 and (2) the tension requirements in ASTM A 1022/ A 1022M.

Handle epoxy-coated tie bar and dowel bar baskets under ASTM D 3963/D 3963M and either section 52-2.02B or 52-2.03B.

Fasteners must be driven fasteners under ASTM F 1667. Fasteners on lean concrete base or HMA must have a minimum shank diameter of 3/16 inch and a minimum shank length of 2-1/2 inches. For asphalt treated permeable base or cement treated permeable base, the shank diameter must be at least 3/16 inch and the shank length must be at least 5 inches.

Fasteners, clips, and washers must have a minimum 0.2-mil thick zinc coating applied by either electroplating or galvanizing.

**Replace the 1st paragraph in section 40-1.02H with:**

01-20-12

Chemical adhesive for drilling and bonding dowels and tie bars must be on the Authorized Material List. The Authorized Material List indicates the appropriate chemical adhesive system for the concrete temperature and installation conditions.

**Replace section 40-1.02I(2) with:**

01-20-12

**40-1.02I(2) Silicone Joint Sealant**

Silicone joint sealant must be on the Authorized Material List.

**Replace the last sentence in section 40-1.02I(4) with:**

01-20-12

Show evidence that the seals are compressed from 30 to 50 percent for the joint width at time of installation.

**Replace the paragraph in section 40-1.02L with:**

01-20-12

Water for core drilling may be obtained from a potable water source, or submit proof that it does not contain:

1. More than 1,000 parts per million of chlorides as Cl
2. More than 1,300 parts per million of sulfates as SO<sub>4</sub>
3. Impurities that cause pavement discoloration or surface etching

**Replace the paragraph in section 40-1.03B with:**

01-20-12

Before placing concrete pavement, develop enough water supply for the work under section 17.

**Replace the last paragraph in section 40-1.03D(1) with:**

01-20-12

Removal of grinding residue must comply with section 42-1.03B.

**Replace the 1st and 2nd paragraphs in section 40-1.03E(6)(c) with:**

01-20-12

Install preformed compressions seals in isolation joints if specified in the special provisions.

Install longitudinal seals before transverse seals. Longitudinal seals must be continuous except splicing is allowed at intersections with transverse seals. Transverse seals must be continuous for the entire transverse length of concrete pavement except splices are allowed for widenings and staged

construction. With a sharp instrument, cut across the longitudinal seal at the intersection with transverse construction joints. If the longitudinal seal does not relax enough to properly install the transverse seal, trim the longitudinal seal to form a tight seal between the 2 joints.

If splicing is authorized, splicing must comply with the manufacturer's written instructions.

**Replace the 12th and 13th paragraphs in section 40-1.03G with:**

01-20-12

Construct additional test strips if you:

1. Propose different paving equipment including:
  - 1.1. Paver
  - 1.2. Dowel bar inserter
  - 1.3. Tie bar inserter
  - 1.4. Tining
  - 1.5. Curing equipment
2. Change concrete mix proportions

You may request authorization to eliminate the test strip if you use paving equipment and personnel from a Department project (1) for the same type of pavement and (2) completed within the past 12 months. Submit supporting documents and previous project information with your request.

**Replace the 1st paragraph in section 40-1.03I with:**

01-20-12

Place tie bars in compliance with the tolerances shown in the following table:

<b>Tie Bar Tolerance</b>	
Dimension	Tolerance
Horizontal and vertical skew	10 degrees maximum
Longitudinal translation	± 2 inch maximum
Horizontal offset (embedment)	± 2 inch maximum
Vertical depth	1. Not less than 1/2 inch below the saw cut depth of joints 2. When measured at any point along the bar, not less than 2 inches clear of the pavement's surface and bottom

**Replace item 4 in the list in the 2nd paragraph in section 40-1.03I with:**

01-20-12

4. Use tie bar baskets. Anchor baskets at least 200 feet in advance of pavement placement activity. If you request a waiver, describe the construction limitations or restricted access preventing the advanced anchoring. After the baskets are anchored and before paving, demonstrate the tie bars do not move from their specified depth and alignment during paving. Use fasteners to anchor tie bar baskets.

**Replace "The maximum distance below the depth shown must be 0.05 foot." in the table in section 40-1.03J with:**

01-20-12

The maximum distance below the depth shown must be 5/8 inch.

**Replace sections 40-1.03L and 40-1.03M with:**

01-20-12

**40-1.03L Finishing**

**40-1.03L(1) General**

Reserved

**40-1.03L(2) Preliminary Finishing**

**40-1.03L(2)(a) General**

Preliminary finishing must produce a smooth and true-to-grade finish. After preliminary finishing, mark each day's paving with a stamp. The stamp must be authorized before paving starts. The stamp must be approximately 1 by 2 feet in size. The stamp must form a uniform mark from 1/8 to 1/4 inch deep. Locate the mark  $20 \pm 5$  feet from the transverse construction joint formed at each day's start of paving and  $1 \pm 0.25$  foot from the pavement's outside edge. The stamp mark must show the month, day, and year of placement and the station of the transverse construction joint. Orient the stamp mark so it can be read from the pavement's outside edge.

Do not apply more water to the pavement surface than can evaporate before float finishing and texturing are completed.

**40-1.03L(2)(b) Stationary Side Form Finishing**

If stationary side form construction is used, give the pavement a preliminary finish by the machine float method or the hand method.

If using the machine float method:

1. Use self-propelled machine floats.
2. Determine the number of machine floats required to perform the work at a rate equal to the pavement delivery rate. If the time from paving to machine float finishing exceeds 30 minutes, stop pavement delivery. When machine floats are in proper position, you may resume pavement delivery and paving.
3. Run machine floats on side forms or adjacent pavement lanes. If running on adjacent pavement, protect the adjacent pavement surface under section 40-1.03P. Floats must be hardwood, steel, or steel-shod wood. Floats must be equipped with devices that adjust the underside to a true flat surface.

If using the hand method, finish pavement smooth and true to grade with manually operated floats or powered finishing machines.

**40-1.03L(2)(c) Slip-Form Finishing**

If slip-form construction is used, the slip-form paver must give the pavement a preliminary finish. You may supplement the slip-form paver with machine floats.

Before the pavement hardens, correct pavement edge slump in excess of 0.02 foot exclusive of edge rounding.

**40-1.03L(3) Final Finishing**

After completing preliminary finishing, round the edges of the initial paving widths to a 0.04-foot radius. Round transverse and longitudinal construction joints to a 0.02-foot radius.

Before curing, texture the pavement. Perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with a steel-tined device that produces grooves parallel with the centerline.

Construct longitudinal grooves with a self-propelled machine designed specifically for grooving and texturing pavement. The machine must have tracks to maintain constant speed, provide traction, and maintain accurate tracking along the pavement surface. The machine must have a single row of rectangular spring steel tines. The tines must be from 3/32 to 1/8 inch wide, on 3/4-inch centers, and must have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep. The

machine must have horizontal and vertical controls. The machine must apply constant down pressure on the pavement surface during texturing. The machines must not cause ravels.

Construct grooves over the entire pavement width in a single pass except do not construct grooves 3 inches from the pavement edges and longitudinal joints. Final texture must be uniform and smooth. Use a guide to properly align the grooves. Grooves must be parallel and aligned to the pavement edge across the pavement width. Grooves must be from 1/8 to 3/16 inch deep after the pavement has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand-construct grooves under section 40-1.03L(2) using the hand method. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Initial and final texturing must produce a coefficient of friction of at least 0.30 when tested under California Test 342. Notify the Engineer when the pavement is scheduled to be opened to traffic to allow at least 25 days for the Department to schedule testing for coefficient of friction. Notify the Engineer when the pavement is ready for testing which is the latter of:

1. Seven days after paving
2. When the pavement has attained a modulus of rupture of 550 psi

The Department tests for coefficient of friction within 7 days of receiving notification that the pavement is ready for testing.

Do not open the pavement to traffic unless the coefficient of friction is at least 0.30.

#### **40-1.03M Reserved**

#### **Replace the 4th paragraph of 40-1.03P with:**

01-20-12

Construct crossings for traffic convenience. If authorized, you may use RSC for crossings. Do not open crossings until the Department determines that the pavement's modulus of rupture is at least 550 psi under California Test 523 or California Test 524.

#### **Replace the 1st paragraph of section 40-6.01A with:**

01-20-12

Section 40-6 includes specifications for applying a high molecular weight methacrylate resin system to pavement surface cracks that do not extend the full slab depth.

#### **Replace the 4th paragraph of section 40-6.01C(2) with:**

01-20-12

If the project is in an urban area adjacent to a school or residence, the public safety plan must also include an airborne emissions monitoring plan prepared by a CIH certified in comprehensive practice by the American Board of Industrial Hygiene. Submit a copy of the CIH's certification. The CIH must monitor the emissions at a minimum of 4 points including the mixing point, the application point, and the point of nearest public contact. At work completion, submit a report by the industrial hygienist with results of the airborne emissions monitoring plan.

01-20-12

#### **Delete the 1st sentence of the 2nd paragraph in section 40-6.02B.**

#### **Replace item 4 in the list in the last paragraph in section 40-6.03A with:**

01-20-12

4. Coefficient of friction is at least 0.30 under California Test 342







**Replace the value for the sand equivalent requirement in the 2nd table in the 3rd paragraph of section 47-2.02C with:**

01-20-12

12 minimum

**Replace the 1st paragraph of section 47-2.02E with:**

02-17-12

Steel wire must comply with ASTM A 82/A 82M. Welded wire reinforcement must comply with ASTM A 185/A 185M.

**Add between the 2nd and 3rd paragraphs of section 47-3.02A:**

10-19-12

Reinforcement must comply with section 52.

**Delete the 1st paragraph of section 47-3.02B(2)(b).**

10-19-12

**Add between the 3rd and 4th paragraphs of section 47-5.01:**

10-19-12

Reinforcement must comply with section 52.

**Add to section 47-6.01A:**

10-19-12

The alternative earth retaining system must comply with the specifications for the type of wall being constructed.

^^

### **48 TEMPORARY STRUCTURES**

09-16-11

**Replace the 7th paragraph of section 48-2.01C(2) with:**

09-16-11

If you submit multiple submittals at the same time or additional submittals before review of a previous submittal is complete:

1. You must designate a review sequence for submittals
2. Review time for any submittal is the review time specified plus 15 days for each submittal of higher priority still under review

^^

## 49 PILING

01-18-13

**Replace "Load Applied to Pile by Hydraulic Jack(s) Acting at One End of Test Beam(s) Anchored to the Pile" in the 5th paragraph of section 49-1.01D(2) with:**

"Tensile Load Applied by Hydraulic Jack(s) Acting Upward at One End of Test Beam(s)"

07-20-12

**Add to section 49-1.03:**

Dispose of drill cuttings under section 19-2.03B.

04-20-12

**Replace the 2nd paragraph of section 49-2.01D with:**

Furnish piling is measured along the longest side of the pile from the specified tip elevation shown to the plane of pile cutoff.

01-20-12

**Replace the 3rd and 4th paragraphs of section 49-2.04B(2) with:**

Piles in a corrosive environment must be steam or water cured under section 90-4.03.

10-19-12

If piles in a corrosive environment are steam cured, either:

1. Keep the piles continuously wet for at least 3 days. The 3 days includes the holding and steam curing periods.
2. Apply curing compound under section 90-1.03B(3) after steam curing.

**Add to section 49-3.01A:**

Concrete must comply with section 51.

01-20-12

**Replace the 1st paragraph of section 49-3.01C with:**

Except for CIDH concrete piles constructed under slurry, construct CIP concrete piles such that the excavation methods and the concrete placement procedures provide for placing the concrete against undisturbed material in a dry or dewatered hole.

01-20-12

**Replace "Reserved" in section 49-3.02A(2) with:**

**dry hole:**

01-20-12

1. Except for CIDH concrete piles specified as end bearing, a drilled hole that:
  - 1.1. Accumulates no more than 12 inches of water in the bottom of the drilled hole during a period of 1 hour without any pumping from the hole during the hour.
  - 1.2. Has no more than 3 inches of water in the bottom of the drilled hole immediately before placing concrete.
2. For CIDH concrete piles specified as end bearing, a drilled hole free of water without the use of pumps.

**Replace "Reserved" in section 49-3.02A(3)(a) with:**

01-20-12

If plastic spacers are proposed for use, submit the manufacturer's data and a sample of the plastic spacer. Allow 10 days for review.

**Replace item 5 in the list in the 1st paragraph of section 49-3.02A(3)(b) with:**

10-19-12

5. Methods and equipment for determining:
  - 5.1. Depth of concrete
  - 5.2. Theoretical volume of concrete to be placed, including the effects on volume if casings are withdrawn
  - 5.3. Actual volume of concrete placed

**Add to the list in the 1st paragraph of section 49-3.02A(3)(b):**

01-18-13

8. Drilling sequence and concrete placement plan.

**Replace item 2 in the list in the 1st paragraph of section 49-3.02A(3)(g) with:**

01-20-12

2. Be sealed and signed by an engineer who is registered as a civil engineer in the State. This requirement is waived for either of the following conditions:
  - 2.1. The proposed mitigation will be performed under the current Department-published version of *ADSC Standard Mitigation Plan 'A' - Basic Repair* without exception or modification.
  - 2.2. The Engineer determines that the rejected pile does not require mitigation due to structural, geotechnical, or corrosion concerns, and you elect to repair the pile using the current Department-published version of *ADSC Standard Mitigation Plan 'B' - Grouting Repair* without exception or modification.

**Replace item 1 in the list in the 1st paragraph of section 49-3.02A(4)(d)(ii) with:**

01-20-12

1. Inspection pipes must be schedule 40 PVC pipe complying with ASTM D 1785 with a nominal pipe size of 2 inches. Watertight PVC couplers complying with ASTM D 2466 are allowed to facilitate pipe lengths in excess of those commercially available. Log the location of the inspection pipe couplers with respect to the plane of pile cutoff.

**Add to section 49-3.02A(4)(d)(iv):**

01-20-12

If the Engineer determines it is not feasible to use one of ADSC's standard mitigation plans to mitigate the pile, schedule a meeting and meet with the Engineer before submitting a nonstandard mitigation plan.

The meeting attendees must include your representatives and the Engineer's representatives involved in the pile mitigation. The purpose of the meeting is to discuss the type of pile mitigation acceptable to the Department.

Provide the meeting facility. The Engineer conducts the meeting.



1. Each jack and its gage must be calibrated as a unit.
2. Each jack used to tension prestressing steel permanently anchored at 25 percent or more of its specified minimum ultimate tensile strength must be calibrated by METS within 1 year of use and after each repair. You must:
  - 2.1. Schedule the calibration of the jacking equipment with METS
  - 2.2. Verify that the jack and supporting systems are complete, with proper components, and are in good operating condition
  - 2.3. Mechanically calibrate the gages with a dead weight tester or other authorized means before calibration of the jacking equipment by METS
  - 2.4. Provide enough labor, equipment, and material to (1) install and support the jacking and calibration equipment and (2) remove the equipment after the calibration is complete
  - 2.5. Plot the calibration results
3. Each jack used to tension prestressing steel permanently anchored at less than 25 percent of its specified minimum ultimate tensile strength must be calibrated by an authorized laboratory within 6 months of use and after each repair.

**Replace "diameter" in item 9 in the list in the 1st paragraph of section 50-1.02D with:**

cross-sectional area

04-20-12

**Add to section 50-1.02:**

09-16-11

**50-1.02G Sheathing**

Sheathing for debonding prestressing strand must:

1. Be split or un-split flexible polymer plastic tubing
2. Have a minimum wall thickness of 0.025 inch
3. Have an inside diameter exceeding the maximum outside diameter of the strand by 0.025 to 0.14 inch

Split sheathing must overlap at least 3/8 inch.

Waterproofing tape used to seal the ends of the sheathing must be flexible adhesive tape.

The sheathing and waterproof tape must not react with the concrete, coating, or steel.

**Add to section 50-1.03B(1):**

01-20-12

After seating, the maximum tensile stress in the prestressing steel must not exceed 75 percent of the minimum ultimate tensile strength shown.

**Add to section 50-1.03B(2):**

09-16-11

**50-1.03B(2)(e) Debonding Prestressing Strands**

Where shown, debond prestressing strands by encasing the strands in plastic sheathing along the entire length shown and sealing the ends of the sheathing with waterproof tape.

Distribute the debonded strands symmetrically about the vertical centerline of the girder. The debonded lengths of pairs of strands must be equal.

Do not terminate debonding at any one cross section of the member for more than 40 percent of the debonded strands or 4 strands, whichever is greater.



minutes of placing concrete in the forms. Do not attach vibrators to or hold them against forms or reinforcing steel. Do not displace reinforcement, ducts, or prestressing steel during vibrating.

**Add to section 51-1.03E(5):**

08-05-11

Drill the holes without damaging the adjacent concrete. If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless coring through the reinforcement is authorized, drill a new hole adjacent to the rejected hole to the depth shown.

**Replace "Reserved" in section 51-1.03F(5)(b) with:**

04-20-12

**51-1.03F(5)(b)(i) General**

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving or by longitudinal tining.

10-19-12

For bridge widenings, texture the deck surface longitudinally by longitudinal tining.

04-20-12

In freeze-thaw areas, do not texture PCC surfaces of bridge decks.

**51-1.03F(5)(b)(ii) Grinding and Grooving**

When texturing the deck surface by grinding and grooving, place a 1/4 inch of sacrificial concrete cover on the bridge deck above the finished grade shown. Place items to be embedded in the concrete based on the final profile grade elevations shown. Construct joint seals after completing the grinding and grooving.

Before grinding and grooving, deck surfaces must comply with the smoothness and deck crack treatment requirements.

Grind and groove the deck surface as follows:

1. Grind the surface to within 18 inches of the toe of the barrier under section 42-3. Grinding must not reduce the concrete cover on reinforcing steel to less than 1-3/4 inches.
2. Groove the ground surfaces longitudinally under section 42-2. The grooves must be parallel to the centerline.

**51-1.03F(5)(b)(iii) Longitudinal Tining**

When texturing the deck surface by longitudinal tining, perform initial texturing with a burlap drag or broom device that produces striations parallel to the centerline. Perform final texturing with spring steel tines that produce grooves parallel with the centerline.

The tines must:

1. Be rectangular in cross section
2. Be from 3/32 to 1/8 inch wide on 3/4-inch centers
3. Have enough length, thickness, and resilience to form grooves approximately 3/16 inch deep

Construct grooves to within 6 inches of the layout line of the concrete barrier toe. Grooves must be from 1/8 to 3/16 inch deep and 3/16 inch wide after concrete has hardened.

For irregular areas and areas inaccessible to the grooving machine, you may hand construct grooves. Hand-constructed grooves must comply with the specifications for machine-constructed grooves.

Tining must not cause tearing of the deck surface or visible separation of coarse aggregate at the surface.

**Replace the paragraphs of section 51-1.04 with:**

10-19-12

If concrete involved in bridge work is not designated by type and is not otherwise paid for under a separate bid item, the concrete is paid for as structural concrete, bridge.

The payment quantity for structural concrete includes the volume in the concrete occupied by bar reinforcing steel, structural steel, prestressing steel materials, and piling.

The payment quantity for seal course concrete is the actual volume of seal course concrete placed except the payment quantity must not exceed the volume of concrete contained between vertical planes 1 foot outside the neat lines of the seal course shown. The Department does not adjust the unit price for an increase or decrease in the seal course concrete quantity.

Structural concrete for pier columns is measured as follows:

1. Horizontal limits are vertical planes at the neat lines of the pier column shown.
2. Bottom limit is the bottom of the foundation excavation in the completed work.
3. Upper limit is the top of the pier column concrete shown.

The payment quantity for drill and bond dowel is determined from the number and depths of the holes shown.

**Replace "SSPC-QP 3" in the 1st paragraph of section 51-2.02A(2) with:**

10-19-12

AISC-420-10/SSPC-QP 3

**Replace the 2nd and 3rd paragraphs of section 51-2.02B(3)(b) with:**

04-20-12

Concrete saws for cutting grooves in the concrete must have diamond blades with a minimum thickness of 3/16 inch. Cut both sides of the groove simultaneously for a minimum 1st pass depth of 2 inches. The completed groove must have:

1. Top width within 1/8 inch of the width shown or ordered
2. Bottom width not varying from the top width by more than 1/16 inch for each 2 inches of depth
3. Uniform width and depth

Cutting grooves in existing decks includes cutting any conflicting reinforcing steel.

**Replace the 2nd paragraph of section 51-2.02E(1)(e) with:**

08-05-11

Except for components in contact with the tires, the design loading must be the AASHTO LRFD Bridge Design Specifications Design Truck with 100 percent dynamic load allowance. Each component in contact with the tires must support a minimum of 80 percent of the AASHTO LRFD Bridge Design Specifications Design Truck with 100 percent dynamic load allowance. The tire contact area must be 10 inches measured normal to the longitudinal assembly axis by 20 inches wide. The assembly must provide a smooth-riding joint without slapping of components or tire rumble.

**Add between the 1st and 2nd paragraphs of section 51-4.01A:**

10-19-12

Prestressing concrete members must comply with section 50.



**Delete the 2nd paragraph of section 51-4.01A.**

04-20-12

**Replace the 3rd paragraph of section 51-4.01C(2) with:**

04-20-12

For segmental or spliced-girder construction, shop drawings must include the following additional information:

1. Details showing construction joints or closure joints
2. Arrangement of bar reinforcing steel, prestressing tendons, and pressure-grouting pipe
3. Materials and methods for making closures
4. Construction joint keys and surface treatment
5. Other requested information

For segmental girder construction, shop drawings must include concrete form and casting details.

**Delete the 1st and 2nd paragraphs of section 51-4.02A.**

10-19-12

**Replace the 3rd paragraph of section 51-4.02B(2) with:**

04-20-12

For segmental or spliced-girder construction, materials for construction joints or closure joints at exterior girders must match the color and texture of the adjoining concrete.

**Add to section 51-4.02B(2):**

04-20-12

At spliced-girder closure joints:

1. If shear keys are not shown, the vertical surfaces of the girder segment ends must be given a coarse texture as specified for the top surface of PC members.
2. Post-tensioning ducts must extend out of the vertical surface of the girder segment closure end sufficiently to facilitate splicing of the duct.

For spliced girders, pretension strand extending from the closure end of the girder segment to be embedded in the closure joint must be free of mortar, oil, dirt, excessive mill scale and scabby rust, and other coatings that would destroy or reduce the bond.

**Add to section 51-4.03B:**

04-20-12

The specifications for prestressing force distribution and sequencing of stressing in the post-tensioning activity in 50-1.03B(2)(a) do not apply if post-tensioning of spliced girders before starting deck construction is described. The composite deck-girder structure must be post-tensioned in a subsequent stage.

Temporary spliced-girder supports must comply with the specifications for falsework in section 48-2.

Before post-tensioning of spliced girders, remove the forms at CIP concrete closures and intermediate diaphragms to allow inspection for concrete consolidation.

**Add between the 1st and 2nd paragraphs of section 51-7.01A:**

10-19-12

Minor structures include:

Northside School Class I Bike Path Project  
Contract No. PW 11-30628/CIP No. 72304 & 72306  
May 21, 2013

County of El Dorado, DOT  
Special Provisions  
AA-82





AA

**57 WOOD AND PLASTIC LUMBER STRUCTURES**

10-19-12

Replace "51-2.01C(3)" in the 1st paragraph of section 57-2.01C(3)(a) with:

57-2.01C(3)

10-19-12

AA

**58 SOUND WALLS**

10-19-12

Delete the 3rd paragraph of section 58-1.01.

10-19-12

Replace the 1st paragraph of section 58-2.01D(5)(a) with:

08-05-11

You must employ a special inspector and an authorized laboratory to perform Level 1 inspections and structural tests of masonry to verify the masonry construction complies with section 1704, "Special Inspections," and section 2105, "Quality Assurance," of the 2007 CBC.

Delete the 1st paragraph of section 58-2.02F.

10-19-12

AA

**59 PAINTING**

10-19-12

Replace "SSPC-SP 10" at each occurrence in section 59 with:

SSPC-SP 10/NACE no. 2

10-19-12

Replace "SSPC-SP 6" at each occurrence in section 59 with:

SSPC-SP 6/NACE no. 3

10-19-12

Replace "SSPC-CS 23.00" at each occurrence in section 59 with:

SSPC-CS 23.00/AWS C 2.23M/NACE no. 12

10-19-12

Replace "SSPC-QP 3 or AISC SPE, Certification P-1 Enclosed" in item 3 in the list in the 1st paragraph of section 59-2.01D(1) with:

AISC-420-10/SSPC-QP 3 (Enclosed Shop)

10-19-12

**Replace the paragraphs in section 59-2.03A with:**

10-19-12

Clean and paint all exposed structural steel and other metal surfaces.

You must provide enclosures for cleaning and painting structural steel. Cleaning and painting of new structural steel must be performed in an Enclosed Shop as defined in AISC-420-10/SSPC-QP 3. Maintain atmospheric conditions inside enclosures within specified limits.

Except for blast cleaning within closed buildings, perform blast cleaning and painting during daylight hours.

**Add to section 59-2.03C:**

10-19-12

**59-2.03C(3) Moisture-Cured Polyurethane Coating**

Reserved

**Replace item 1 in the list in the 2nd paragraph of section 59-2.03C(1) with:**

10-19-12

1. Apply a stripe coat of undercoat paint on all edges, corners, seams, crevices, interior angles, junctions of joining members, weld lines, and similar surface irregularities. The stripe coat must completely hide the surface being covered. If spot blast cleaning portions of the bridge, apply the stripe coat of undercoat paint before each undercoat and follow with the undercoat as soon as practical. If removing all existing paint from the bridge, apply the undercoat first as soon as practical and follow with the stripe coat of undercoat paint for each undercoat.

**Add to section 59-2.03C(2)(a):**

10-19-12

Coatings for new structural steel must comply with the requirements shown in the following table:

**Zinc Coating System for New Structural Steel**

Description	Coating	Dry film thickness (mils)
All surfaces:		
Undercoat	Inorganic zinc primer, AASHTO M 300 Type I or II	4–8
Finish coat <sup>a</sup>	Exterior grade latex, 2 coats	2 minimum each coat, 4–8 total
Total thickness, all coats		8–14

<sup>a</sup>If no finish coats are described, a final coat of inorganic zinc primer is required

Coatings for existing structural steel must comply with the requirements shown in the following table:













- 3. Drill and bond dowels into the existing concrete barrier under section 51-1

**Add to section 83-2.02:**

10-19-12

**83-2.02H–83-2.02M Reserved**

^^

**84 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

01-20-12

**Replace the 1st paragraph in section 84-2.04 with:**

01-20-12

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

**Add to section 84:**

01-20-12

**84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY**

Reserved

**84-7–84-10 RESERVED**

^^

**86 ELECTRICAL SYSTEMS**

10-19-12

**Replace section 86-2.06 with:**

01-20-12

**86-2.06 PULL BOXES**

**86-2.06A General**

**86-2.06A(1) Cover Marking**

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover.

Marking letters must be 1 to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

- 1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
- 2. Use sheet steel strip at least 0.027 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4-inch stainless steel rivets or 1/4-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
- 3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch.

**86-2.06A(2) Installation and Use**

Space pull boxes no more than 200 feet apart. You may install additional pull boxes to facilitate the work.

You may use a larger standard size pull box than that shown on the plans or specified.

A pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of the pull box in crushed rock.
2. Place a layer of roofing paper on the crushed rock.
3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and sloped toward the drain hole.
4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
5. Place grout between the pull box and the pull box extension, and around conduits.

The top of the pull box must be flush with the surrounding grade or the top of an adjacent curb, except in unpaved areas where the pull box is not immediately adjacent to and protected by a concrete foundation, pole, or other protective construction. Place the pull box 1-1/4 inches above the surrounding grade. Where practical, place a pull box shown in the vicinity of curbs or adjacent to a standard on the side of the foundation facing away from traffic. If a pull box is installed in a sidewalk area, adjust the depth of the pull box so that the top of the pull box is flush with the sidewalk.

Reconstruct the sump of an existing pull box if disturbed by your activities. Remove old grout and replace with new if the sump was grouted.

**86-2.06B Non-Traffic-Rated Pull Boxes**

Reserved

**86-2.06C Traffic Pull Boxes**

Traffic pull box and cover must comply with ASTM C857, "Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures," for HS20-44 loading. You must be able to place the load anywhere on the box and cover for 1 minute without causing cracks or permanent deformations.

Frame must be anchored to the box with 1/4 by 2-1/4 inch concrete anchors. Four concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors must be included for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Nuts must be zinc-plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread.

After installation of traffic pull box, install the steel cover and keep it bolted down when your activities are not in progress at the pull box. When the steel cover is placed for the final time, the cover and Z bar frame must be cleaned of debris and tightened securely.

Steel cover must be countersunk approximately 1/4 inch to accommodate the bolt head. When tightened, the bolt head must not exceed more than 1/8 inch above the top of the cover.

Concrete placed around and under traffic pull boxes must be minor concrete.

**Replace "project" in the 3rd paragraph of section 86-2.11A with:**

work

10-19-12

**Replace "Contract" in item 2 in the list in the 11th paragraph of section 86-2.11A with:**

work

10-19-12

AA

**88 GEOSYNTHETICS**

01-18-13

**Replace the row for hydraulic bursting strength in the table in the 2nd paragraph of section 88-1.02B with:**

10-19-12

Puncture strength, lb min	ASTM D 6241	310
Trapezoid tearing strength, lb min	ASTM D 4533	56

**Replace the 3rd paragraph in section 88-1.02C with:**

10-19-12

Geocomposite wall drain must be from 0.25 to 2 inches thick.

**Replace the value for permittivity of woven fabric in the table in the 1st paragraph of section 88-1.02E with:**

01-20-12

0.05

**Replace the value for apparent size opening of nonwoven fabric in the table in the 1st paragraph of section 88-1.02E with:**

01-20-12

0.012

**Replace the table in the 1st paragraph of section 88-1.02G with:**

01-20-12

**Sediment Filter Bag**

Property	Test	Values	
		Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	250
Apparent elongation, percent min, in each direction	ASTM D 4632	10	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	100-200	75-200
Permittivity, sec <sup>-1</sup> min	ASTM D 4491	1.0	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

Replace the table in the 1st paragraph of section 88-1.02H with:

01-20-12

**Temporary Cover**

Property	Test	Values	
		Woven	Nonwoven
Grab breaking load, lb, 1-inch grip min, in each direction	ASTM D 4632	200	200
Apparent elongation, percent min, in each direction	ASTM D 4632	15	50
Water flow rate, gal per minute/sq ft min and max average roll value	ASTM D 4491	4-10	80-120
Permittivity, sec <sup>-1</sup> min	ASTM D 4491	0.05	1.0
Apparent opening size, inches max average roll value	ASTM D 4751	0.023	0.012
Ultraviolet resistance, % min retained grab breaking load, 500 hr.	ASTM D 4355	70	70

Replace section 88-1.02P with:

01-18-13

**88-1.02P Biaxial Geogrid**

Geosynthetics used for biaxial geogrid must be a punched and drawn polypropylene material formed into an integrally formed biaxial grid. When tested under the referenced test methods, properties of biaxial geogrid must have the values shown in the following table:

**Biaxial Geogrid**

Property	Test	Value
Aperture size, inch <sup>a</sup> min and max	Calipered	0.8-1.3 x 1.0-1.6
Rib thickness, inch min	Calipered	0.04
Junction thickness, inch min	Calipered	0.150
Tensile strength, 2% strain, lb/ft <sup>a</sup> min	ASTM D 6637	410 x 620
Tensile strength at ultimate, lb/ft <sup>a</sup> min	ASTM D 6637	1,310 x 1,970
Ultraviolet resistance, percent min retained tensile strength, 500 hours	ASTM D 4355	100
Junction strength, lb/ft <sup>a</sup> min	ASTM D 7737	1,220 x 1,830
Overall flexural rigidity, mg-cm min	ASTM D 7748	750,000
Torsional rigidity at 20 cm-kg, mm-kg/deg <sup>b</sup> min	GRI:GG9	0.65

<sup>a</sup>Machine direction x cross direction

<sup>b</sup>Geosynthetic Research Institute, Test Method GG9, *Torsional Behavior of Bidirectional Geogrids When Subjected to In-Plane Rotation*



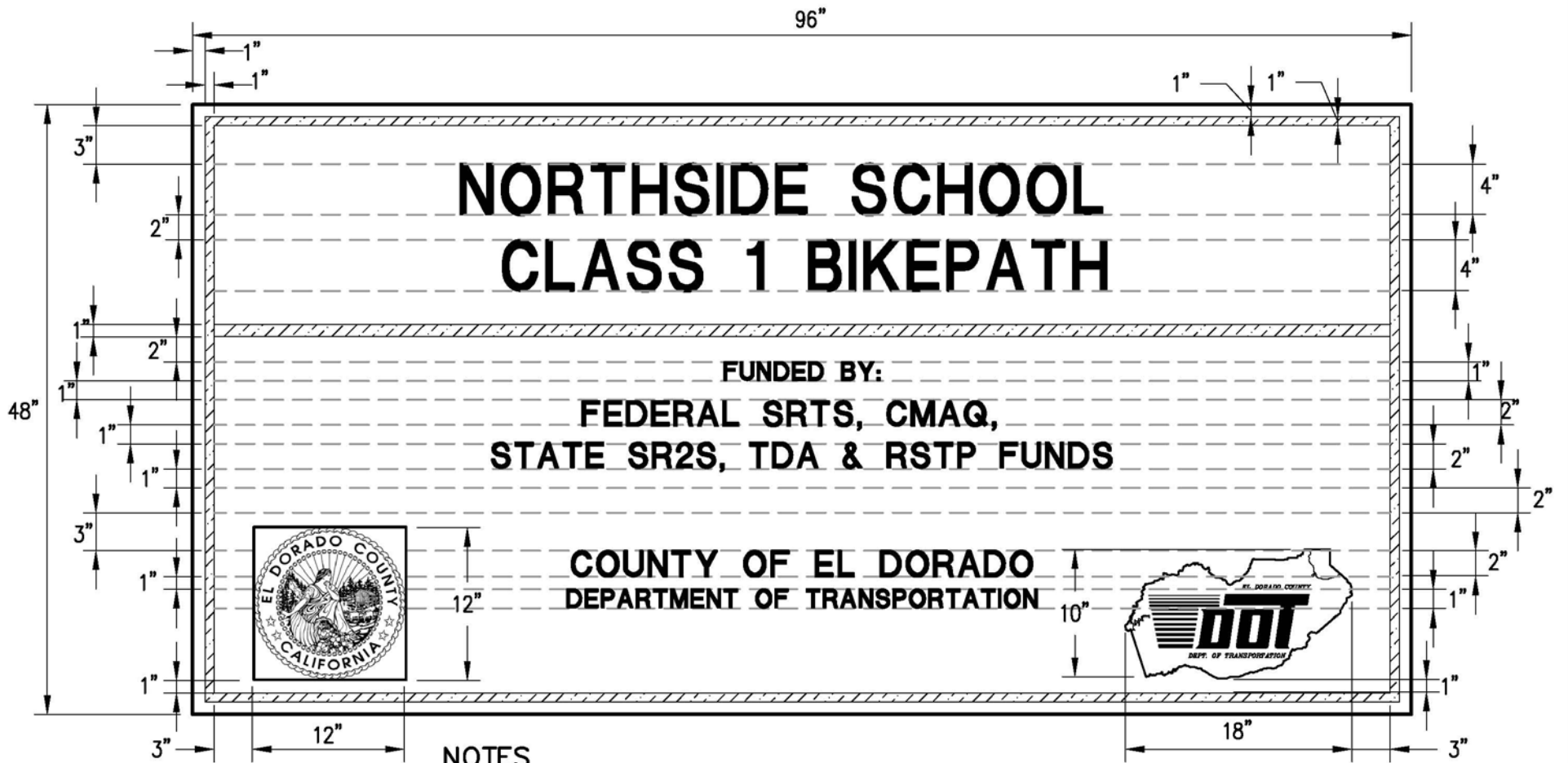
**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX B**

**CONSTRUCTION PROJECT  
INFORMATION SIGNS**





**NOTES**

1. THE ENGINEER SHALL SUPPLY THE CONTRACTOR WITH THE EL DORADO COUNTY AND DEPARTMENT OF TRANSPORTATION LOGO IN DIGITAL FORMAT. THE IMAGES SHALL BE PRINTED TO THE DIMENSIONS INDICATED, AND PLACED ON THE SIGN IN THE GENERAL LOCATION SHOWN.
2. THE IMAGES OF THE EL DORADO COUNTY LOGO AND DEPARTMENT OF TRANSPORTATION LOGO SHALL BE BLACK (NON-REFLECTIVE) ON WHITE BACKGROUND.
3. THE BORDER AND LETTERING OF THE SIGNS SHALL BE BLUE (NON-REFLECTIVE) ON WHITE BACKGROUND.
4. ALL DIMENSIONS SHOWN ARE IN INCHES, UNLESS OTHERWISE INDICATED.

**NORTHSIDE SCHOOL  
CLASS 1 BIKEPATH  
FUNDING SIGN EXHIBIT**

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX C**

**FEDERAL WAGE RATES**

General Decision Number: CA130009 04/12/2013 CA9

Superseded General Decision Number: CA20120009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/08/2013
3	03/01/2013
4	03/08/2013
5	03/22/2013
6	04/05/2013
7	04/12/2013

ASBE0016-001 08/01/2012

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 54.70	18.47
Area 2.....	\$ 42.45	18.47

ASBE0016-007 01/01/2013

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$	31.13	6.95

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BOIL0549-002 01/01/2009

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.\$	40.17	22.32
(2) Remaining Counties.....\$	37.01	22.25

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BRCA0003-001 06/01/2011

	Rates	Fringes
MARBLE FINISHER.....\$	28.02	12.22

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BRCA0003-004 05/01/2011

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....\$	35.11	18.99
AREA 2.....\$	39.85	22.00

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
  - (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
  - (C) Gunitite nozzle person shall receive \$1.25 per hour above the regular rate.
-

BRCA0003-008 06/01/2011

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

BRCA0003-010 01/01/2011

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.21	10.01
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95
Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba  
 AREA 2: Alpine, Amador  
 AREA 3: Marin, Napa, Solano, Siskiyou  
 AREA 4: Sonoma

BRCA0003-014 06/01/2011

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.68

CARP0034-001 07/01/2012

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 37.75	28.88
Diver standby.....	\$ 42.53	28.88
Diver Tender.....	\$ 41.53	28.88
Diver wet.....	\$ 85.06	28.88
Manifold Operator (mixed gas).....	\$ 46.53	28.88
Manifold Operator (Standby).....	\$ 41.53	28.88

DEPTH PAY (Surface Diving):  
 050 to 100 ft     \$2.00 per foot  
 101 to 150 ft     \$3.00 per foot  
 151 to 220 ft     \$4.00 per foot

SATURATION DIVING:  
 The standby rate shall apply until saturation starts. The

saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

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 CARP0034-003 07/01/2012

	Rates	Fringes
Piledriver.....	\$ 37.75	28.88

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 CARP0035-001 08/01/2012

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 38.50	26.12
Area 3.....	\$ 33.12	26.12
Area 4.....	\$ 31.77	26.12
Drywall Stocker/Scrapper		
Area 1.....	\$ 19.25	15.03
Area 3.....	\$ 16.56	15.03
Area 4.....	\$ 15.89	15.03

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 CARP0035-009 07/01/2012

Marin County

	Rates	Fringes
Northside School Class 1 Bike Path Project <b>Contract No. PW 11-30628/CIP No. 72304 &amp; 72306</b> May 21, 2013		County of El Dorado, DOT <b>Appendix C</b> Page AC-4

CARPENTER

Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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 CARP0035-010 07/01/2012

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,  
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,  
 Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.61	16.71
Installer II.....	\$ 19.18	16.71
Lead Installer.....	\$ 26.06	17.21
Master Installer.....	\$ 30.28	17.21
Area 2		
Installer I.....	\$ 19.96	16.71
Installer II.....	\$ 17.01	16.71
Lead Installer.....	\$ 22.93	17.21
Master Installer.....	\$ 26.56	17.21
Area 3		
Installer I.....	\$ 19.01	16.71
Installer II.....	\$ 16.24	16.71
Lead Installer.....	\$ 21.81	17.21
Master Installer.....	\$ 25.23	17.21

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 CARP0046-001 07/01/2012

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 32.77	25.68

Journeyman Carpenter.....	\$ 32.62	25.68
Millwright.....	\$ 35.12	27.27

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2012

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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 CARP0152-003 07/01/2012

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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 CARP0180-001 07/01/2012

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		



Steel Shoring Erector, Saw		
Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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 CARP0751-001 07/01/2012

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 38.65	25.68
Journeyman Carpenter.....	\$ 38.50	25.68
Millwright.....	\$ 38.60	27.27

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 CARP1599-001 07/01/2012

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
 and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 38.50	25.68
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw		
Filer.....	\$ 31.42	25.68
Journeyman Carpenter.....	\$ 31.27	25.68
Millwright.....	\$ 33.77	27.27

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 ELEC0006-002 12/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 30.12	3%+13.70
Technician.....	\$ 34.29	3%+13.70

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call,  
 Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work  
 when installed in raceways (including wire and cable  
 pulling) and when performed on new or major remodel

building projects or jobs],  
 TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS  
 SYSTEMS that transmit or receive information and/or control  
 systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which  
 include control function or power supply; excludes  
 installation of raceway systems, line voltage work,  
 industrial work, life-safety systems (all buildings having  
 floors located more than 75' above the lowest floor level  
 having building access); excludes energy management  
 systems.

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 ELEC0180-001 06/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.81	22.161
ELECTRICIAN.....	\$ 42.81	22.161

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 ELEC0340-002 12/01/2012

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,  
 NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.38	3%+12.05
Sound & Communications		
Technician.....	\$ 28.04	3%+12.05

SCOPE OF WORK

Includes the installation testing, service and maintenance,  
 of the following systems which utilize the transmission  
 and/or transference of voice, sound, vision and digital for  
 commercial, education, security and entertainment purposes  
 for the following TV monitoring and surveillance,  
 background-foreground music, intercom and telephone  
 interconnect, inventory control systems, microwave  
 transmission, multi-media, multiplex, nurse call system,  
 radio page, school intercom and sound, burglar alarms, and  
 low voltage master clock systems.

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS  
 Background foreground music Intercom and telephone  
 interconnect systems, Telephone systems, Nurse call  
 systems, Radio page systems, School intercom and sound  
 systems, Burglar alarm systems, Low voltage master clock  
 systems, Multi-media/multiplex systems, Sound and musical

entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 12/01/2012

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

Table with 2 columns: Rates and Fringes. Rows include ELECTRICIAN, Remaining area, Sierra Army Depot, Herlong, Tunnel work.

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	13.02+3%

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ELEC0551-004 06/01/2012

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 46.00	14.63

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ELEC0659-006 01/01/2012

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 30.02	14.45

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ELEC0659-008 02/01/2010

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 47.34	13.74
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 42.27	13.54
(3) Tree Trimmer.....	\$ 29.70	9.94
(4) Line Equipment Man.....	\$ 36.35	10.85
(5) Powdermen, Jackhammermen.....	\$ 31.90	10.00
(6) Groundman.....	\$ 29.59	10.24

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ELEC1245-004 06/01/2012

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		

trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 39.09 12.97  
 (3) Groundman.....\$ 29.91 12.70  
 (4) Powderman.....\$ 43.71 13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 \* ELEV0008-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 58.07	25.185

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0003-008 07/01/2012

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 39.68	25.69
(2) Dredge Dozer; Heavy duty repairman.....	\$ 34.72	25.69
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 33.60	25.69
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 33.60	25.69
AREA 2:		
(1) Leverman.....	\$ 41.68	25.69
(2) Dredge Dozer; Heavy duty repairman.....	\$ 36.72	25.69
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 35.60	25.69
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 32.30	25.69

AREA DESCRIPTIONS

Northside School Class 1 Bike Path Project  
**Contract No.PW 11-30628/CIP No. 72304 &72306**  
 May 21, 2013

County of El Dorado, DOT  
**Appendix C**  
 Page AC-11

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-018 06/25/2012

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 37.77	25.16
GROUP 2.....	\$ 36.24	25.16
GROUP 3.....	\$ 34.76	25.16

GROUP 4.....	\$ 33.38	25.16
GROUP 5.....	\$ 32.11	25.16
GROUP 6.....	\$ 30.79	25.16
GROUP 7.....	\$ 29.65	25.16
GROUP 8.....	\$ 28.51	25.16
GROUP 8-A.....	\$ 26.30	25.16
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	25.16
Oiler.....	\$ 29.39	25.16
Truck crane oiler.....	\$ 31.68	25.16
GROUP 2		
Cranes.....	\$ 36.89	25.16
Oiler.....	\$ 29.18	25.16
Truck crane oiler.....	\$ 31.42	25.16
GROUP 3		
Cranes.....	\$ 35.14	25.16
Hydraulic.....	\$ 30.79	25.16
Oiler.....	\$ 28.90	25.16
Truck Crane Oiler.....	\$ 31.18	25.16
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	25.16
Oiler.....	\$ 29.73	25.16
Truck crane oiler.....	\$ 32.01	25.16
GROUP 2		
Lifting devices.....	\$ 37.17	25.16
Oiler.....	\$ 29.46	25.16
Truck Crane Oiler.....	\$ 31.76	25.16
GROUP 3		
Lifting devices.....	\$ 35.49	25.16
Oiler.....	\$ 29.24	25.16
Truck Crane Oiler.....	\$ 31.47	25.16
GROUP 4		
Lifting devices.....	\$ 33.72	25.16
GROUP 5		
Lifting devices.....	\$ 32.42	25.16
GROUP 6		
Lifting devices.....	\$ 31.08	25.16
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	25.16
Oiler.....	\$ 30.07	25.16
Truck Crane Oiler.....	\$ 32.30	25.16
GROUP 2		
Cranes.....	\$ 37.85	25.16
Oiler.....	\$ 29.80	25.16
Truck Crane Oiler.....	\$ 32.08	25.16
GROUP 3		
Cranes.....	\$ 36.37	25.16
Hydraulic.....	\$ 31.42	25.16
Oiler.....	\$ 29.58	25.16



Truck Crane Oiler.....	\$ 31.81	25.16
GROUP 4		
Cranes.....	\$ 34.35	25.16
GROUP 5		
Cranes.....	\$ 33.05	25.16
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	25.16
GROUP 1-A.....	\$ 36.34	25.16
GROUP 2.....	\$ 32.61	25.16
GROUP 3.....	\$ 31.28	25.16
GROUP 4.....	\$ 30.14	25.16
GROUP 5.....	\$ 29.00	25.16
UNDERGROUND:		
GROUP 1.....	\$ 33.77	25.16
GROUP 1-A.....	\$ 36.24	25.16
GROUP 2.....	\$ 32.51	25.16
GROUP 3.....	\$ 31.18	25.16
GROUP 4.....	\$ 30.04	25.16
GROUP 5.....	\$ 28.90	25.16

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade

checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose

A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type

lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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#### STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-019 06/25/2012

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	23.75
AREA 2.....	\$ 30.64	23.75
GROUP 2		
AREA 1.....	\$ 25.04	23.75
AREA 2.....	\$ 27.04	23.75
GROUP 3		
AREA 1.....	\$ 20.43	23.75
AREA 2.....	\$ 22.43	23.75

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long

as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscap Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder



LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity  
Counties  
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County  
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder  
Area 2: Eastern Part

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IRON0002-004 01/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	25.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LABO0067-002 12/01/2012

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 19.06	8.62
LABORER (Lead Removal)		
Area A.....	\$ 36.25	9.19
Area B.....	\$ 35.25	9.19

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82

GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and

electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander;

Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
A: at demolition site for the salvage of the material.  
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0073-001 07/01/2009

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

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LABO0139-002 07/01/2011

NAPA, SOLANO AND SONOMA COUNTIES



	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 30.87	14.52

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LABO0185-002 07/01/2011

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.62	14.43

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LABO0291-001 07/01/2011

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.87	14.43

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PAIN0016-004 01/01/2013

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 33.86	20.26

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and  
processing of goods for sale or service; steel construction  
(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

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PAIN0016-005 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada  
Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey  
Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada  
Mountains), PLACER (west of the Sierra Nevada Mountains),  
PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada  
Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,

YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.24	18.67

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PAIN0016-007 01/01/2013

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 29.06	15.98

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.00 additional per hour.  
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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PAIN0016-008 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.98

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PAIN0169-004 01/01/2012

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 41.88	20.39

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\* PAIN0567-001 01/01/2013

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada

Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 23.60	9.89
Spray Painter & Paperhanger.	\$ 24.45	9.89

PREMIUMS:  
 Special Coatings (Brush), and Sandblasting = \$0.50/hr  
 Special Coatings (Spray), and Steeplejack = \$1.00/hr  
 Special Coating Spray Steel = \$1.25/hr  
 Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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 PAIN0567-007 07/01/2012

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.15	11.24

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 PAIN0567-010 07/01/2012

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 27.07	10.57
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.57	10.57

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 PAIN0767-004 01/01/2012

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 32.24	18.59

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2011

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 31.35	11.65
GROUP 2.....	\$ 26.65	11.65
GROUP 3.....	\$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-001 01/01/2013

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.25	16.73

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PLAS0300-003 07/01/2009

	Rates	Fringes
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PLASTERER

AREA 295: Alpine, Amador,

Butte, Colusa, El Dorado,  
 Glenn, Lassen, Modoc,  
 Nevada, Placer, Plumas,  
 Sacramento, Shasta,  
 Sierra, Siskiyou, Solano,  
 Sutter, Tehema, Trinity,  
 Yolo & Yuba Counties.....\$ 32.82 15.10  
 AREA 355: Marin, Napa &  
 Sonoma Counties.....\$ 32.82 15.30

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 PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	28.65	18.56

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 PLUM0038-002 07/01/2012

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....\$	51.00	37.36
(2) All other work - NEW CONSTRUCTION RATE.....\$	60.00	39.94

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 PLUM0038-006 07/01/2012

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....\$	51.00	29.40

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 PLUM0228-001 01/01/2013

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.20	24.29

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 PLUM0343-001 07/01/2012

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	18.50
All Other Work.....	\$ 46.25	26.45

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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 PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.60	10.50

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 PLUM0355-001 07/01/2012

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 28.35	8

PLUM0442-003 01/01/2013

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.45	24.29

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PLUM0447-001 07/01/2012

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 40.02	22.35
Light Commercial Work.....	\$ 30.48	17.22

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ROOF0081-006 08/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 33.16	10.90

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ROOF0081-007 08/01/2012

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 32.33	11.97

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SFCA0483-003 01/01/2013

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.16	24.87

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SFCA0669-003 01/01/2013

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.03	19.37

-----  
 SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 43.32	26.40
All other work.....	\$ 47.73	26.67

-----  
 SHEE0104-009 07/01/2012

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
 YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 37.81	27.95

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 SHEE0104-010 07/01/2012

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 34.75	25.35

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 SHEE0104-011 07/01/2012

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,  
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,  
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 37.81	27.95

-----  
 SHEE0104-014 07/01/2012

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.11	29.98

-----  
 SHEE0104-019 07/01/2012



BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 29.08	26.14
Mechanical Jobs over \$200,000.....	\$ 37.81	27.95

TEAM0094-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	22.49
GROUP 2.....	\$ 27.43	22.49
GROUP 3.....	\$ 27.73	22.49
GROUP 4.....	\$ 28.08	22.49
GROUP 5.....	\$ 28.43	22.49

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX D**

**PERMITS**

- **SECTION 1602 CALIFORNIA  
DEPARTMENT OF FISH & GAME  
STREAMBED ALTERATION  
AGREEMENT**



State of California – The Natural Resources Agency  
DEPARTMENT OF FISH AND GAME  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599  
916-358-2900  
[www.dfg.ca.gov](http://www.dfg.ca.gov)

EDMUND G. BROWN, Jr. Governor  
Charlton H. Bonham, Director



October 13, 2011

Janet Postlewait  
El Dorado County – Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667  
[Janet.postlewait@edcgov.us](mailto:Janet.postlewait@edcgov.us)

Subject: Final Streambed Alteration Agreement  
Notification No. 1600-2011-0074 -R2  
Northside Bicycle Path Project

Dear Ms. Postlewait:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Northside Bicycle Path Project (Project). Before the Department of Fish and Game (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Sandra Jacks, Environmental Scientist at 916-358-2916 or [sjacks@dfg.ca.gov](mailto:sjacks@dfg.ca.gov).

Sincerely,

*K* Kent Smith  
Regional Manager

ec: Sandra Jacks  
[sjacks@dfg.ca.gov](mailto:sjacks@dfg.ca.gov)

Namat Hosseinion  
[nhosseinion@dokkenengineering.com](mailto:nhosseinion@dokkenengineering.com)

2011 OCT 17 PM 12:14

RECEIVED  
DOT

**CALIFORNIA DEPARTMENT OF FISH AND GAME**  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CA 95670



**Streambed Alteration Agreement**  
**Notification No. 1600-2011-0074-R2**

Northside Bicycle Path Project  
Knickerbocker Creek  
Community of Cool

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and El Dorado County - Department of Transportation (Permittee) as represented by Janet Postlewait.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on April 18, 2011 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

**PROJECT LOCATION**

The project is located in the community of Cool, extending from the Highway 49/193 junction; County of El Dorado, State of California; Latitude 38°53'12.91"N, Longitude 121°0'56.83"W; Sections 17-19 of Township 12 North, Range 9 East, in the Auburn U.S. Geological Survey 7.5-minute quadrangle.

**PROJECT DESCRIPTION**

The project consists of altering, inserting culverts, and re-routing roadside ditches; as well as adding culvert extensions to accommodate a wider road over Knickerbocker Creek and an unnamed tributary to Knickerbocker Creek for the purposes of creating a bicycle path.

Project activities include:

- Ditch work: removal of vegetation, installation of new metal pipes to accommodate the flow, placing a road base over the newly installed metal pipes, placement of rock slope protection
- Creek crossings: extensions of culverts and abutments; removal of the headwall, a portion of the arch culvert, and adjacent wingwalls at Knickerbocker Creek; and removal of trees

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: California red-legged frog, foothill yellow-legged frog, warm water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: Loss of natural bed or bank; Change in contour of bed, channel or bank; Soil compaction or other disturbance; Change in Turbidity; Increased sedimentation from adjacent construction; Short-term release (e.g. incidental from construction); Loss or decline of riparian habitat; Decline of vegetative diversity; Loss or decline of instream channel habitat; Loss of or decline instream woody material; construction pits and trenches that can capture terrestrial organisms; Disruption to nesting birds and other wildlife; Disturbance from project activity; Loss or impediment of terrestrial animal species travel routes due to temporary structures such as survey tape, sandbags, erosion protection materials etc.; Change in shading or insulation leading to vegetative change; Dewatering; Flow deflection; Change in fluvial geomorphology; Impediment to migration of aquatic and terrestrial species; and Direct (seasonal) loss of resources for aquatic organisms.

## **STREAM ZONE DEFINED**

All components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.



- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site to verify compliance with the Agreement.
- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.
- 1.6 Does Not Authorize "Take." This agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with the Department as outlined in Fish and Game Code Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

## **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. Work shall be timed with the driest time within the channel. If water is present at the time of construction, water shall be diverted around the work area and work shall begin after the site is dry. The time period for completing the work within the flowing or standing water of the watercourses shall be confined to the period of May 15 to October 15. Work within the dry portion of the stream zone shall be timed with awareness of precipitation forecasts and likely increases in stream flow and river flood stages. Construction activities within the stream zone shall cease until all reasonable erosion control measures, have been implemented

prior to all storm events. Construction equipment and material shall be removed from the floodplain if inundation is likely. Revegetation, restoration and erosion control work is not confined to this time period.

- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.
- 2.3 Stream Diversions / Dewatering. If the work site contains flowing water at the time of construction, a water diversion plan shall be implemented to create a dry work site.
- 2.4 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a DFG representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.5 Tree Removal Timing: If construction or tree falling activities will occur during the breeding season (February 15 through August 31), a qualified wildlife biologist shall conduct two preconstruction surveys to ensure that no nests of migratory birds will be disturbed during construction. The first survey can occur as early as February 1, and the second should occur no more than one week prior to commencement of construction activities. The survey area shall include the construction zone, including all staging areas, and a 500 foot radius surrounding the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm any nesting raptors (birds of prey) or migratory birds.
- 2.6 Bird Nests. If an active nest is located within the proposed disturbance area, the wildlife biologist shall consult with DFG to establish a suitable buffer zone. If a raptor is located within 250 feet or migratory bird nest is located within the 100-foot

of disturbance, and the disturbance must take place during the breeding season, a buffer zone shall be established by the biologist and confirmed by the appropriate resource agency (DFG and/or USFWS). The buffer area requirements will be 250 feet for any active raptor nest and 100 feet for any migratory bird nest or as defined by the DFG and/or USFWS. A qualified wildlife biologist shall monitor the nest to determine when the young have fledged and submit bi-weekly reports throughout the nesting season. The biological monitor shall have the authority to cease construction if there is any sign of distress to any raptor or migratory bird.

- 2.7 Raptor Nests. If construction is to occur during the breeding season (March 1 – September 1), a pre-construction raptor nest survey shall be conducted within 30 days prior to the beginning of construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFG. If no active nests are found during the pre-construction survey, no further mitigation is required.

If active nests are found within a quarter-mile (1320 feet), an initial temporary nest disturbance buffer shall be established. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season (approximately March 1 and September 1), then an on-site biologist/monitor experienced with raptor behavior shall be retained by the project proponent to monitor the nest, and shall along with the project proponent, consult with the DFG to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed to proceed within the temporary nest disturbance buffer if raptors are not exhibiting agitated behavior such as defensive flights at intruders, getting up from a brooding position, or flying off the nest. The designated on-site biologist/monitor shall be on-site daily while construction related activities are taking place and shall have the authority to stop work if raptors are exhibiting agitated behavior.

In consultation with the DFG and depending on the behavior of the raptors, over time it may be determined that the on-site biologist/monitor may no longer be necessary due to the raptors' acclimation to construction related activities.

- 2.8 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon DFG determination that turbidity/siltation levels resulting from project related activities

constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective DFG approved control devices are installed or abatement procedures are initiated.

- 2.9 Pollution Control. Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

### **3. Mitigation Measures**

To mitigate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Site Restoration. All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded areas shall be covered with broadcast straw and/or jut netted (monofilament erosion blankets are not authorized).

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

## CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

### To Permittee:

El Dorado County – Department of Transportation  
Janet Postlewait  
2850 Fairlane Court  
Placerville, CA 95667  
[Janet.postlewait@edcgov.us](mailto:Janet.postlewait@edcgov.us)  
Phone: 530-621-5993

### *Contact for Permittee:*

Namat Hosseinion  
Dokken Engineering  
2365 Iron Point Road, Suite 200  
Folsom, CA 95630  
[nhosseinion@dokkenengineering.com](mailto:nhosseinion@dokkenengineering.com)  
Phone: 916-858-0642

### To DFG:

Department of Fish and Game  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program – Sandra Jacks  
Notification #1600-2011-0074-R2  
Office: 916-358-2916  
[sjacks@dfg.ca.gov](mailto:sjacks@dfg.ca.gov)

## LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute DFG's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

DFG may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before DFG suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes DFG from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.dfg.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

**TERM**

This Agreement shall expire five years from the date signed by DFG, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

**AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

**CONCURRENCE**

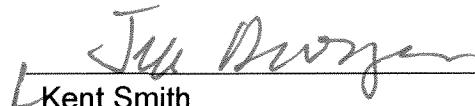
The undersigned accepts and agrees to comply with all provisions contained herein.

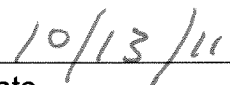
**FOR EL DORADO COUNTY – DEPARTMENT OF  
TRANSPORTATION**

  
\_\_\_\_\_  
Janet Postlewait

  
\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND GAME**

  
\_\_\_\_\_  
Kent Smith  
Regional Manager

  
\_\_\_\_\_  
Date

Prepared by: Sandra Jacks  
Environmental Scientist



**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX D**

**PERMITS**

- **SECTION 401 CALIFORNIA  
REGIONAL WATER QUALITY  
CONTROL BOARD WATER  
QUALITY CERTIFICATION**

## Central Valley Regional Water Quality Control Board

28 September 2012

Janet Postlewait  
El Dorado County  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

CERTIFIED MAIL  
7011 2970 0003 5615 6726

***CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY  
CERTIFICATION; EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION,  
NORTHSIDE BICYCLE PATH PROJECT (WDID#5A09CR00100), EL DORADO COUNTY***

This Order responds to your 18 April 2011 application submittal for the Water Quality Certification of a bicycle path construction project permanently impacting 0.175 acre of waters of the United States.

This Order serves as certification of the United States Army Corps of Engineers' Nationwide Permit# 14 (SPK# 2011-00355) under § 401 of the Clean Water Act, and a Waste Discharge Requirement under the Porter-Cologne Water Quality Control Act.

### **WATER QUALITY CERTIFICATION STANDARD CONDITIONS:**

1. This Order serves as a Water Quality Certification (Certification) action that is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to § 13330 of the California Water Code and § 3867 of the California Code of Regulations.
2. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to § 3855(b) of the California Code of Regulations, and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial Certification action shall be conditioned upon total payment of the full fee required under § 3833 of the California Code of Regulations, unless otherwise stated in writing by the certifying agency.

4. This Certification is valid for the duration of the described project. This Certification is no longer valid if the project (as currently described) is modified, or coverage under § 404 of the Clean Water Act has expired.
5. All reports, notices, or other documents required by this Certification or requested by the Central Valley Regional Water Quality Control Board (Central Valley Water Board) shall be signed by a person described below or by a duly authorized representative of that person.
  - (a) For a corporation: by a responsible corporate officer such as (1) a president, secretary, treasurer, or vice president of the corporation in charge of a principal business function; (2) any other person who performs similar policy or decision-making functions for the corporation; or (3) the manager of one or more manufacturing, production, or operating facilities if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
  - (b) For a partnership or sole proprietorship: by a general partner or the proprietor.
  - (c) For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official.
6. Any person signing a document under Standard Condition number 5 shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

#### **TECHNICAL CERTIFICATION CONDITIONS:**

In addition to the above standard conditions, the El Dorado County Department of Transportation shall satisfy the following:

1. The El Dorado County Department of Transportation shall notify the Central Valley Water Board in writing 7 days in advance of the start of any work within waters of the United States or State. The notification shall include the name of the project and the WDID number, and shall be sent to the Central Valley Water Board Contact indicated in this Certification.
2. Except for activities permitted by the United States Army Corps of Engineers under § 404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.

3. The El Dorado County Department of Transportation shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
4. The El Dorado County Department of Transportation shall perform surface water sampling:
  - 1) when performing any in-water work; 2) in the event that project activities result in any materials reaching surface waters; or 3) when any activities result in the creation of a visible plume in surface waters. The monitoring requirements in Table 1 shall be conducted upstream out of the influence of the project, and 300 feet downstream of the work area. The sampling frequency may be modified for certain projects with written approval from Central Valley Water Board staff.

**Table 1:**

Parameter	Unit	Type of Sample	Minimum Sampling Frequency	Required Analytical Test Method
Turbidity	NTU	Grab <sup>(1)</sup>	Every 4 hours during in-water work	(2)
Settleable Material	mL/L	Grab <sup>(1)</sup>	Every 4 hours during in-water work	(2)
Visible construction related pollutants <sup>(3)</sup>	Observations	Visual Inspections	Continuous throughout the construction period	—
pH	Standard Units	Grab <sup>(1)</sup>	Every 4 hours during in-water work	(2)

<sup>(1)</sup> Grab sample shall not be collected at the same time each day to get a complete representation of variations in the receiving water.

<sup>(2)</sup> Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, method shall be approved by Central Valley Water Board staff.

<sup>(3)</sup> Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

A surface water monitoring report shall be submitted to the Central Valley Water Board Contact indicated in this Certification within two weeks of initiation of sampling and every two weeks thereafter. In reporting the monitoring data, the El Dorado County Department of Transportation shall arrange the data in tabular form so that the sampling locations, date, constituents, and concentrations are readily discernible. The data shall be summarized in such a manner to illustrate clearly whether the project complies with Certification requirements. The report shall include surface water sampling results, visual observations, and identification of the turbidity increase in the receiving water applicable to the natural turbidity conditions specified in the turbidity criteria below.

5. The Central Valley Water Board adopted a *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for all waters addressed through the plan. Turbidity and settleable matter limits are based on water quality objectives contained in the Basin Plan and are part of this Certification as follows:

A. Activities shall not cause turbidity increases in surface water to exceed:

- i. where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTUs;
- ii. where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
- iii. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
- iv. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs; and
- v. where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTUs over background turbidity. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be used with prior approval of the Central Valley Water Board staff.

B. Activities shall not cause settleable matter to exceed 0.1 mL/L in surface waters as measured in surface waters within 300 feet downstream of the project.

C. Activities shall not cause pH to be depressed below 6.5 nor raised above 8.5 in surface water.

6. The El Dorado County Department of Transportation shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, pH, or other water quality objectives are exceeded.

7. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the receiving water. The El Dorado County Department of Transportation shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.

8. Activities shall not cause degradation of waters of the State.

9. The El Dorado County Department of Transportation shall comply with all California Department of Fish and Game requirements, including, but not limited to, those

requirements described in Lake or Streambed Alteration Agreement No. 1600-2011-0074-R2.

10. The El Dorado County Department of Transportation shall comply with all United States Fish and Wildlife Service requirements, including, but not limited to, those requirements described in Informal Endangered Species Consultation (81420-2010-I-0141-1), provided to California Department of Transportation, dated 3 January 2011.
11. The use of netting material (e.g., monofilament-based erosion blankets) that could trap aquatic dependent wildlife is prohibited within the project area.
12. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
13. All areas disturbed by project activities shall be protected from washout or erosion.
14. In-stream work will occur during periods of low flow and no precipitation.
15. This Certification does not allow permanent water diversion of flow from the receiving water. This Certification is invalid if any water is permanently diverted as a part of the project.
16. Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas shall be provided with secondary containment including drip pans and/or placement of absorbent material. No hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances should be stored within a floodplain or within 300 feet of a waterway. The El Dorado County Department of Transportation must perform frequent inspections of construction equipment prior to utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.
17. The El Dorado County Department of Transportation shall develop and maintain onsite a project-specific Spill Prevention, Containment and Cleanup Plan outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the project. The Plan must detail the project elements, construction equipment types and location, access and staging and construction sequence. The Plan must also address the potential of responding to a spill or prevention of spills occurring within the project site.
18. If temporary surface water diversions and/or dewatering are anticipated, the El Dorado County Department of Transportation shall develop and maintain on-site a Surface Water Diversion and/or Dewatering Plan(s). The Plan(s) shall include the proposed method and duration of diversion activities. The Surface Water Diversion and/or Dewatering Plan(s) must be consistent with this Certification.
19. When work in a flowing stream is unavoidable and any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be

allowed to pass downstream, to maintain beneficial uses of waters of the State below the dam. Construction, dewatering, and removal of temporary cofferdams shall not violate Technical Certification Condition 5 of this Certification.

20. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream flow shall be temporarily diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses.
21. Raw cement, concrete (or washing thereof), asphalt, drilling fluids, lubricants, paints, coating material, oil, petroleum products, or any other substances which could be hazardous to fish and wildlife resulting from or disturbed by project-related activities, shall be prevented from contaminating the soil and/or entering waters of the United States or waters of the State.
22. Concrete must completely be cured before coming into contact with waters of the United States and/or waters of the State. Surface water that contacts wet concrete must be pumped out and disposed of at an appropriate off-site commercial facility which is authorized to accept concrete wastes.
23. During construction, silt fencing, straw wattles, or other effective management practices must be used along the construction zone to minimize soil or sediment along the embankments from migrating into the waters of the United States and/or waters of the State.
24. All materials resulting from the project shall be removed from the site and disposed of properly.
25. If unanticipated discharges to the waters of the State and/or waters of the United States and/or soil occur, the El Dorado County Department of Transportation shall notify the Central Valley Water Board Contact indicated in this Certification in writing within 5 calendar days of occurrence. Unanticipated discharges may include, but are not limited to, any construction materials, hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, raw cement, concrete, asphalt, paint, coating material, drilling fluids, or other construction-related potentially hazardous substances.
26. The El Dorado County Department of Transportation shall obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ for discharges to surface waters comprised of storm water associated with construction activity, including, but not limited to, demolition, clearing, grading, excavation, and other land disturbance activities of one or more acres, or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres.
27. The Conditions in this Certification are based on the information in the attached "Project Information Sheet." If the actual project, as described in the attached Project Information

Sheet, is modified or changed, this Certification is no longer valid until amended by the Central Valley Water Board.

28. The El Dorado County Department of Transportation shall implement each of the mitigation measures specified in the approved Mitigated Negative Declaration for the project, as they pertain to biology, hydrology and water quality impacts as required by § 21081.6 of the Public Resource Code and CEQA Guidelines, § 15097 of the California Code of Regulations.
29. In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law. The applicability of any state law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Certification.
  - (a) If the El Dorado County Department of Transportation or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Certification, or falsifies any information provided in the monitoring reports, the applicant is subject to civil liability, for each day of violation, and/or criminal liability.
  - (b) In response to a suspected violation of any condition of this Certification, the Central Valley Water Board may require the El Dorado County Department of Transportation to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
  - (c) The El Dorado County Department of Transportation shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this Certification and determining the ecological success of the project.
30. The El Dorado County Department of Transportation shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that the project has been carried out in accordance with the project's description in the Certification and in any amendments approved. The NOC shall include a map of the project location(s), including final boundaries of any on-site restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.
31. The El Dorado County Department of Transportation shall provide evidence of all compensatory mitigation requirements, including, but not limited to, the payment of in-lieu fees as required by the United States Army Corps of Engineers at least 30 days prior to commencing construction to the Central Valley Water Board.



Compensatory mitigation must comply with the effective policy at the time of Certification, which ensures no overall net loss of wetlands for impacts to waters of the State.

Evidence of compliance with compensatory mitigation requirements include providing a letter from the approved in-lieu fee recipient. The letter must: (a) be on the in-lieu fee recipient's letterhead; (b) be signed by an authorized representative of the in-lieu fee recipient; (c) indicate the United States Army Corps of Engineers' SPK number; (d) describe the project name and location; and (e) detail the type of in-lieu fees paid for the project's impacts.

#### **CENTRAL VALLEY WATER BOARD CONTACT:**

Skyler Anderson, Environmental Scientist  
11020 Sun Center Drive #200  
Rancho Cordova, CA 95670-6114  
sanderson@waterboards.ca.gov  
(916) 464-4849

#### **CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

The El Dorado County Department of Transportation is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Northside Bicycle Path Project pursuant to § 21000 et seq. of the Public Resources Code. The El Dorado County Board of Supervisors approved the Mitigated Negative Declaration on 16 December 2008 (State Clearinghouse Number 2008102079). The El Dorado County Department of Transportation filed a Notice of Determination with the State Clearinghouse on 21 May 2012.

The Central Valley Water Board is a responsible agency for the project. In making the determinations and findings, the Central Valley Water Board has determined that the Mitigated Negative Declaration is in accordance with the requirements of the California Environmental Quality Act and is valid pursuant § 21167.3(b) of the Public Resources Code. The Central Valley Water Board has reviewed and considered the environmental documents and all proposed mitigation measures.

The Central Valley Water Board has reviewed and evaluated the potentially significant impacts to water quality identified in the Mitigated Negative Declaration. The various mitigation measures discussed in the Mitigated Negative Declaration were adopted to reduce and minimize project impacts. The mitigation measures are required by this Certification. The Central Valley Water Board finds that these mitigation measures, along with the conditions of this Certification, are adequate to reduce water quality impacts to less than significant levels.

With regard to the remaining potentially significant impacts, identified in the Mitigated Negative Declaration, the corresponding mitigation measures proposed are within the responsibility and jurisdiction of other public agencies which can and should implement the proposed mitigation measures.

**WATER QUALITY CERTIFICATION:**

I hereby issue an Order certifying that any discharge from the El Dorado County Department of Transportation, Northside Bicycle Path Project (WDID#5A09CR00100) will comply with the applicable provisions of § 301 ("Effluent Limitations"), § 302 ("Water Quality Related Effluent Limitations"), § 303 ("Water Quality Standards and Implementation Plans"), § 306 ("National Standards of Performance"), and § 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in compliance with the conditions of this Certification, the El Dorado County Department of Transportation's project description, and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011.



for Pamela C. Creedon  
Executive Officer

Enclosure: Project Information

cc: Distribution List, page 14

## PROJECT INFORMATION SHEET

**Application Date:** 18 April 2011

**Applicant:** Janet Postlewait  
El Dorado County Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

**Applicant Representative:** Namat Hosseinion  
Dokken Engineering  
2365 Iron Point Road, Suite 200  
Folsom, CA 95630

**Project Name:** Northside Bicycle Path Project

**Application Number:** WDID#5A09CR00100

**Type of Project:** Bicycle Path Construction Project

**Timeframe of Project Implementation:** 15 May through 15 October

**Project Location:** Section 17, 18, & 19, Township 12 North, Range 9 East, MDB&M. Latitude: 38°53'12.91"N and Longitude: 121°0'56.83"W

**County:** El Dorado County

**Receiving Water(s) (hydrologic unit):** Unnamed tributary and roadside ditches draining to Knickerbocker Creek, Sacramento Hydrologic Basin, American River Hydrologic Unit #514.22, Auburn HSA

**Water Body Type:** Wetland, Riparian, Streambed

**Designated Beneficial Uses:** The *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins*, Fourth Edition, revised October 2011 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include, but are not limited to: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND); Hydropower Generation (POW); Groundwater Recharge (GWR); Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); Preservation of Biological Habitats of Special Significance (BIOL); Rare, Threatened, or Endangered Species (RARE); Migration of Aquatic Organisms (MIGR); Spawning, Reproduction, and/or Early Development (SPWN); and Wildlife Habitat (WILD). A comprehensive and specific list of the Beneficial Uses applicable for the project area can be found at [http://www.waterboards.ca.gov/centralvalley/water\\_issues/basin\\_plans/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/index.shtml).

**303(d) List of Water Quality Limited Segments:** Knickerbocker Creek is the receiving water for the Northside Bicycle Path Project. Knickerbocker Creek is listed on the 303(d) list for pathogens. This project does not impact an already impaired water body.

The most recent list of approved water quality limited segments can be found at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/tmdl/integrated2010.shtml](http://www.waterboards.ca.gov/water_issues/programs/tmdl/integrated2010.shtml).

**Project Description:** The 35-acre Northside Bicycle Path Project will construct a 2-mile long multi-use bicycle and hiking trail adjacent to Highways 49 and 193. The project is located in the community of Cool. The purpose of the project is to provide a safe pedestrian and bicycle route between elementary schools, community centers, and residential/commercial centers.

The project consists of: (a) construction of a bicycle and hiking trail; (b) culvert modifications; and (c) partial or complete replacement of roadside drainage ditches with underground storm drainpipes.

#### Bicycle and Hiking Trail

The multi-use bicycle and hiking trail will be constructed with a minimum of 5-feet from the shoulders of Highway 49 and Highway 193. The trail along Highway 49 will consist of a minimum 8-foot wide trail with a 2-foot-wide shoulder on the east side of the trail and a 4-foot wide shoulder on the west side of the trail. The portion of the trail adjacent to Highway 193 will consist of a minimum 8-foot-wide paved trail with a 2-foot wide shoulder on the south side and a 4-foot wide shoulder on the north side of the trail. The trail will continue east adjacent to the north side of Highway 193 to the American River Trail. Two retaining walls will be constructed, a 15-foot high, 534-foot long wall along Highway 49 and a 15-foot high, 575-foot long wall along Highway 193.

#### Culvert Modifications

Culverts along Knickerbocker Creek, and tributaries to Knickerbocker Creek, will be modified to accommodate the trail. The existing concrete arch culvert crossing at Knickerbocker Creek will be extended approximately 14-feet. Concrete and gravel will be placed around the culvert extension when it is completed. The second existing culvert crossing at the unnamed tributary of Knickerbocker Creek will be extended with a 36-inch corrugated metal pipe and backfilled with cement and native soil. Culvert modification may include vegetation removal, excavation of native soil, anchor drilling, concrete forming and temporary steel falsework placement. Knickerbocker Creek may be dewatered during in-water construction using a cofferdam method or other artificial obstructing structure. Rock slope protection will be placed at the abutments and downstream along the creek banks.

#### Roadside Drainage Ditches

Four existing drainage ditches located along Highway 49 and Highway 193 will be filled and partially replaced or replaced with underground storm drainpipes. Ditch 1 will be replaced with 24-inch corrugated metal pipe and native soil. Ditch 2 will be partially replaced with an 18-inch

corrugated metal pipe and an 8-inch corrugated pipe extension, and filled using rock slope protection, native soil, and asphalt. As a result of working in Ditch 2, an adjacent seasonal wetland will be filled with native soil. Ditch 3 will be realigned and replaced with dual 18-inch culverts, 18-inch corrugated metal pipe and filled with rock slope protection and native soil. The existing culvert in Ditch 8 will be extended using a 24-inch corrugated metal pipe and filled with native soil. The underground storm drainpipes will be installed parallel to Highway 49 and Highway 193.

In-water construction will occur during low flow and no precipitation. Construction staging areas will be located away from waterbodies.

The Northside Bicycle Path Project will result in 0.175 acre of permanent impacts to waters of the United States.

**Preliminary Water Quality Concerns:** Construction activities may impact surface waters with increased turbidity, settleable matter, and pH.

**Proposed Mitigation to Address Concerns:** The El Dorado County Department of Transportation will implement Best Management Practices to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. The El Dorado County Department of Transportation will conduct turbidity, settleable matter, and pH testing during in-water work, stopping work if exceedance of Basin Plan criteria are exceeded or are observed.

**Excavation/Fill Area:** Approximately 100 cubic yards of native soil will be placed into 0.175 acre of waters of the United States.

Approximately 730 cubic yards of native soil, 45 cubic yards of concrete, 60 cubic yards of asphalt, 65 cubic yards of aggregate rock base, and 29 cubic yards of rock slope protection will be placed into 0.175 acre of waters of the United States.

**Dredge Volume:** None

**United States Army Corps of Engineers File Number:** SPK#2011-00355

**United States Army Corps of Engineers Permit Type:** Nationwide Permit# 14

**California Department of Fish and Game Lake or Streambed Alteration Agreement:**  
1600-2011-0074-R2

**Possible Listed Species:** California red-legged frog, Foothill yellow-legged frog

**Status of CEQA Compliance:** The El Dorado County Department of Transportation is the Lead Agency responsible for compliance with the California Environmental Quality Act for the Northside Bicycle Path Project pursuant to § 21000 et seq. of the Public Resources Code. The El Dorado County Board of Supervisors approved the Mitigated Negative Declaration on 16 December 2008 (State Clearinghouse Number 2008102079).

The El Dorado County Department of Transportation filed a Notice of Determination with the State Clearinghouse on 21 May 2012 (State Clearinghouse Number 2008102079).

The Central Valley Water Board filed a Notice of Determination with the State Clearinghouse as a responsible agency within 5 days of the date of this Certification.

**Compensatory Mitigation:** As required by the United States Army Corps of Engineers, the El Dorado County Department of Transportation will pay in-lieu fees to mitigate for 0.175 acre of permanent impacts to waters of the United States in the amount of \$39,375.00 ( $\$150,000.00 \times 0.175 \text{ acre} \times 1.5 \text{ ratio}$ ) to the National Fish and Wildlife Foundation.

The Central Valley Water Board is not requesting compensatory mitigation for the Northside Bicycle Path Project.

**Application Fee Provided:** Total fees of \$ 2,223.00 have been submitted to the Central Valley Water Board as required by § 3833(b)(3)(A) and § 2200(a)(3) of the California Code of Regulations.

**DISTRIBUTION LIST**

Peck Ha  
United States Army Corps of Engineers  
Sacramento District Office  
Regulatory Division  
1325 J Street, Suite 1350  
Sacramento, CA 95814-2922

Jeremiah Karuzas  
United States Fish & Wildlife Service  
Sacramento Fish & Wildlife Office  
2800 Cottage Way, Room W-2605  
Sacramento, CA 95255-1846

Sandra Jacks  
Department of Fish and Game  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599

Bill Jennings  
CA Sportfishing Protection Alliance  
3536 Rainier Avenue  
Stockton, CA 95204

Bill Orme (Electronic copy only)  
State Water Resources Control Board  
401 Certification and Wetlands Unit Chief

Jason A. Brush (Electronic copy only)  
Wetlands Office Supervisor (WTR-8)  
United States Environmental Protection Agency

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX D**

**PERMITS**

- **SECTION 404 U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT**





DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922

REPLY TO  
ATTENTION OF

May 10, 2012

Regulatory Division (SPK-2011-00355)

Ms. Janet Postlewait  
El Dorado County Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Dear Ms. Postlewait:

We are responding to your August 5, 2011, request for a Department of the Army permit for the Northside Bicycle Path Project. This approximately 5.84-acre project involves activities, including discharges of dredged or fill material, in waters of the United States to construct a two-mile long, approximately 12-foot wide Class 1 bicycle path along Highways 49 and 193. The project is located on Knickerbocker Creek, in Section 18, Township 12 North, Range 9 East, Mount Diablo Meridian, Latitude 38.8836867256348°, Longitude -121.013422903441°, Town of Cool, El Dorado County, California.

Based on the information you provided, the proposed activity, resulting in the permanent loss of approximately 0.175 acres of waters of the U.S. and temporary impacts to approximately 0.14 acres of waters of the U.S., is authorized by Nationwide Permit Number 14 (NWP). However, until Section 401 Water Quality Certification for the activity has been issued or waived, our authorization is denied without prejudice. Once you have provided us evidence of water quality certification, the activity is authorized and the work may proceed subject to the conditions of certification and the NWP. Your work must comply with the general terms and conditions listed on the enclosed NWP information sheets and the following special conditions (enclosure 1):

#### Special Conditions

1. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you shall immediately notify the Corps of what you have found. The Corps will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
2. To ensure your project complies with the Federal Endangered Species Act, you must implement all of the mitigating measures identified in the enclosed U.S. Fish and Wildlife Service letter of concurrence (Number 81420-2010-I-0141-1, dated January 3, 2011) including those ascribed to the Corps therein (enclosure 2). If you are unable to implement any of these measures, you must immediately notify the Corps, the U.S. Fish and Wildlife Office, so we may consult as appropriate, prior to initiating the work, in accordance with Federal law.
3. Within 30 days following completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, you shall submit as-built drawings and a

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description of the work conducted on the project site to this office for review. The drawings shall be signed and sealed by a registered professional engineer and include the following:

- a. The Department of the Army Permit number.
- b. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings. The drawing should show all "earth disturbance," wetland impacts, structures, and the boundaries of any avoidance areas. The drawings shall contain, at a minimum, 1-foot topographic contours of the entire site.
- c. Ground photographs of the completed work. The camera positions and view-angles of the ground photographs shall be identified on a map, aerial photograph, or project drawing.
- d. A description and list of all deviations between the work as authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings the location of any deviations that have been listed.

4. Within 15 days prior to initiation of construction activities within waters of the U.S., you shall submit to the Corps pre-construction site photos of the project site, which have been taken no more than 30 days prior to initiation of construction activities. Within 30 days following construction activities, you shall submit post-construction site photographs of the project site, showing the work conducted, to the Corps. The camera positions and view angles of post-construction photographs shall be identified on a map or project drawing. Construction locations shall include all major project features and waters of the U.S., including mitigation areas.

5. You shall notify the Corps of the start and completion dates for each phase of the authorized work within 30 calendar days prior to initiation of construction activities within waters of the U.S. and 30 calendar days following completion of construction activities.

6. You and your authorized contractor shall allow representatives from the Corps to inspect the authorized activity and all mitigation, and avoidance areas at any time deemed necessary to ensure that work is being or has been accomplished in accordance with the terms and conditions of this verification.

7. To ensure permit compliance, the enclosed document entitled Figure 3, Impacts to the Waters of the U.S., Northside Bicycle Path Project, El Dorado County, California, dated August 2, 2011, is incorporated by reference as a condition of this authorization (enclosure 3).

8. To mitigate for the loss of 0.175 acres of waters of the U.S., you shall submit a check to the Corps in the amount of \$39,375.00 (\$150,000 per acre x 0.175 acre X 1.5 ratio) payable to the National Fish and Wildlife Foundation (NFWF). Prior to initiation of any construction activities within waters of the U.S., you must receive written notification from the Corps that the check has been deposited in NFWF's Sacramento District Wetlands Conservation Fund.

9. You shall clearly identify the limits of disturbance in the field with highly visible markers (e.g. construction fencing, flagging, silt barriers, etc.) prior to commencement of construction activities within waters of the U.S. You shall maintain such identification properly until construction is completed and the soils have been stabilized. You are prohibited from any activity (e.g. equipment usage or materials storage) that impacts waters of the U.S. outside of the permit limits (as shown on Figure 3).

10. Prior to initiation any construction activities within waters of the U.S., you shall employ construction best management practices (BMPs) onsite to prevent degradation to on-site and off-site waters of the U.S. Methods shall include the use of appropriate measures to intercept and capture sediment prior to entering waters of the U.S., as well as erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. All BMPs shall be in place prior to initiation of any construction activities and shall remain until construction activities are completed. You shall maintain erosion control methods until all on-site soils are stabilized. You shall submit a description of and photo-documentation of your BMPs to our office within 15 days of commencement of construction. Photos may be submitted electronically to [peck.ha@usace.army.mil](mailto:peck.ha@usace.army.mil).

You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work (enclosure 4).

This verification is valid for two (2) years or until the NWP is modified, reissued, or revoked, whichever comes first. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 18, 2017. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2011-00355 in any correspondence concerning this project. If you have any questions, please contact Mr. Peck Ha at our California North Branch Office, Regulatory Division, Sacramento District, U.S. Army Corps of Engineers, 1325 J Street, Room 1350, Sacramento, California 95814-2922, email [Peck.Ha@usace.army.mil](mailto:Peck.Ha@usace.army.mil), or telephone 916-557-6617. For more information regarding our program, please visit our website at <http://www.spk.usace.army.mil/Missions/Regulatory.aspx>.

Sincerely,



William Ness  
Senior Project Manager, California North Branch

Enclosures

Copies Furnished without enclosures:

Mr. Dan Radulescu, Storm Water and Water Quality Certification Unit, California Regional Water Quality Control Board, Central Valley Region, 11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, Room W-2605  
Sacramento, California 95825-1846

In Reply Refer To:  
81420-2010-I-0141-1

JAN 03 2011

Ms. Susan D. Bauer, Chief  
Environmental Management, M-1 Branch  
California Department of Transportation  
P.O. Box 911  
Marysville, California 95901-0911

Subject: Informal Endangered Species Consultation for the Northside School Bike Path  
Project, El Dorado County, California

Dear Ms. Bauer:

This is in response to your October 07, 2010, letter requesting the U.S. Fish and Wildlife Service's (Service) concurrence with the determination that the Northside School Bike Path Project is not likely to adversely affect the threatened California red-legged frog (*Rana draytonii*) (frog). El Dorado County is proposing to construct a two-mile long, approximately 12-foot wide (including shoulders) Class I bike path, located along Highways 49 and 193 within the community of Cool, California. Our response is based on the October 5, 2010, Biological Assessment; a December 22, 2009, site visit conducted by the Service; and electronic communications between California Department of Transportation and the Service, and is issued under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*)(Act).

The proposed project is within the historic range of the California red-legged frog with the nearest known frog population located approximately 8 miles east of the project site. The project area is within dispersal distance of potentially suitable breeding habitat for the frog and contains a seasonal aquatic feature that may provide non-breeding habitat for this threatened amphibian. Therefore, El Dorado County has proposed the following conservation measures to reduce potential effects of the project on the California red-legged:

1. Ground-disturbing activities will be limited to the dry season (May 15-October 15).
2. The County shall retain a qualified biologist familiar with California red-legged frog biology and habitat requirements to implement conservation measures for the project. The County shall submit the name and credentials of the biologist(s) to the Service for review and approval at least 15 days prior to the onset of construction activities.

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3. If California red-legged frogs are found at anytime the approved biologist shall ensure work stops and immediately contact the Service.
4. The Service-approved biologist shall conduct a California red-legged frog survey of the area prior to the onset of vegetation removal within 300 feet of wetted areas.
5. All initial riparian vegetation to be removed within the area will be manually clipped to ground level and removed by hand. This activity must be conducted in the presence of the Service-approved biologist who will monitor the area for California red-legged frogs.
6. The Service-approved biologist shall work with the resident engineer and the contractor to identify areas of suitable habitat outside of the work area. These riparian areas shall be staked, flagged, or signed to avoid encroachment by equipment and construction crews. The number of access routes, size and location of staging areas and the total area of impact shall be limited to the minimum necessary to achieve the project goals. This goal includes locating access routes and construction areas outside of the creek and riparian areas to the maximum extent practicable.
7. The biologist shall be present to monitor, at a minimum, during all in-water work, and during all work occurring within 300 feet of wetted areas.
8. If a work site is to be temporarily dewatered by pumping, intakes will be completely screened with wire mesh not larger than 5 mm (0.2-in). Water will be released or pumped downstream at an appropriate rate to maintain downstream flows during construction. The methods and materials used in any dewatering will be determined by the contractor and are to be reviewed and approved by the Service-approved biologist. Upon completion of construction activities, any diversions or barriers to flow will be removed in a manner that would allow flow to resume with the least disturbance to the substrate. Alteration of the streambed will be minimized to the maximum extent possible; any imported material will be removed from the streambed upon completion of the project.
9. All refueling and maintenance of equipment and vehicles shall occur at least 300 feet from riparian habitat or water bodies and shall not occur at a location where a spill would drain directly towards the creek. Prior to the onset of work, the County shall ensure that a spill prevention and clean-up plan is in place for prompt and effective response to any accidental spills. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
10. Appropriate Best Management Practices to protect water quality and control erosion shall be implemented.
11. Work areas that are temporarily disturbed shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. This measure shall be implemented in all areas disturbed by activities associated with the project.

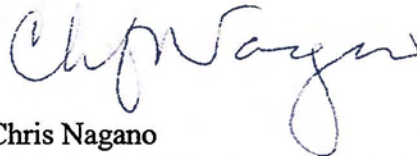
12. During construction activities, all trash that may attract predators shall be properly contained, removed from the worksite, and disposed of regularly. Following construction, all trash and construction debris shall be removed from the work areas.

Because the above measures will be implemented to reduce the potential effects of the project on the frog to levels that are insignificant or discountable, the Service concurs with your determination that the proposed Northside School Bike Path Project is not likely to adversely affect the California red-legged frog.

Unless new information reveals effects of the proposed action that may affect listed species in a manner or to an extent not considered; or the project is modified in a manner that causes an effect to the listed species that was not considered; or a new species or critical habitat is designated that may be affected by the proposed action, no further action pursuant to the Act, is necessary.

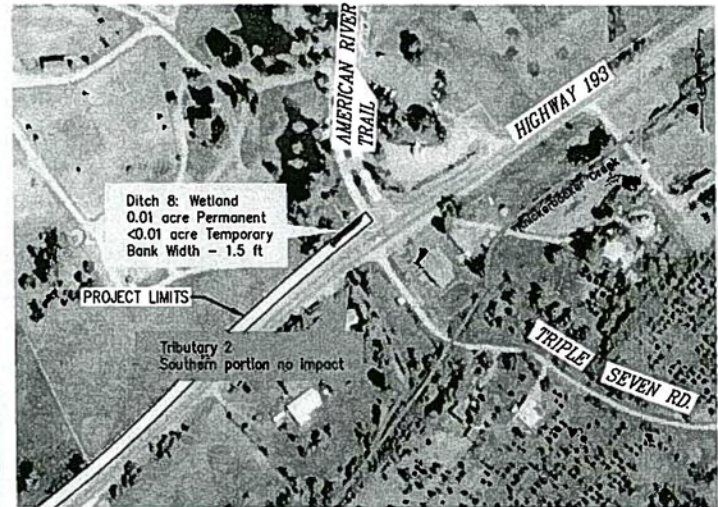
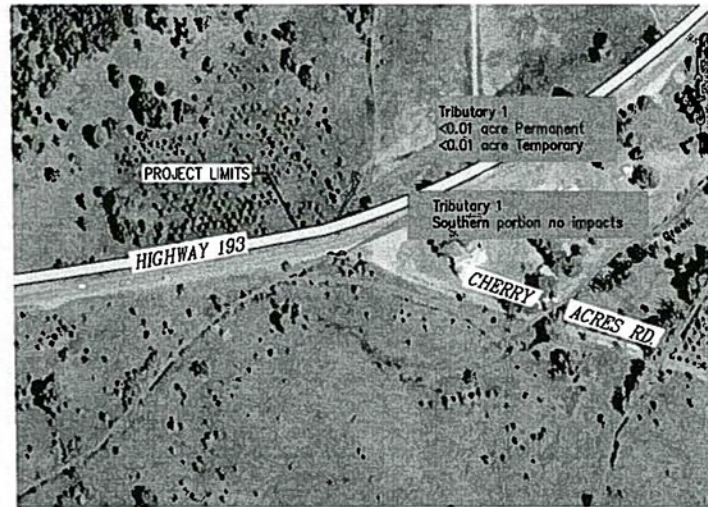
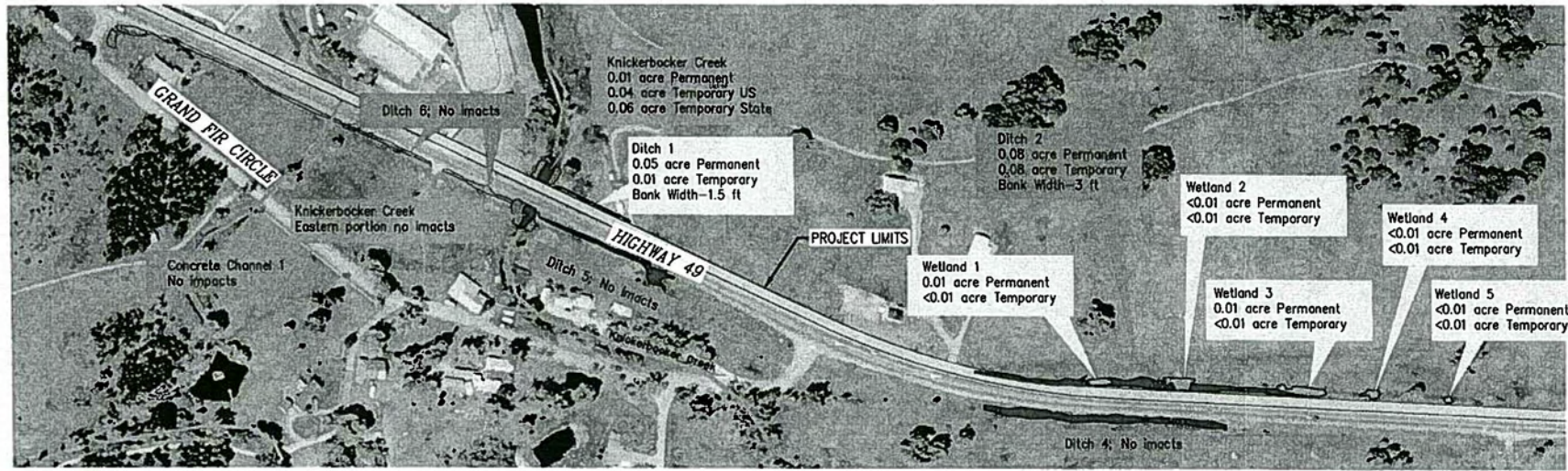
Please address any questions or concerns regarding this response on the proposed Northside School Bike Path Project to Jeremiah Karuzas, or Ryan Olah, acting Forest and Foothills Branch Chief, at (916) 414-6600.

Sincerely,



Chris Nagano  
Division Chief, Endangered Species Program

ORIGINAL SCALE IS IN FEET  
 DESIGNER: [Redacted]  
 DRAWN: [Redacted]  
 CHECKED: [Redacted]  
 DATE: [Redacted]  
 ROAD NUMBER: SR 45 & SR 193  
 FOR REDUCED PLANS: [Redacted]



**LEGEND**

- Ditches
- Wetlands
- Knickerbocker Creek
- Project Limits

**Total Impacts to Waters of the U.S.**  
 Temporary: 0.14 acre (0.02 acre Wetland) U.S.  
 Permanent: 0.16 acre (0.07 acre Wetland) U.S.

**Figure 3** SCALE: N.T.S.

NO.	DATE	DESCRIPTION

PREPARED UNDER THE SUPERVISION OF: \_\_\_\_\_  
 REGISTERED CIVIL ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DESIGNED: [Redacted] DRAWN: [Redacted]  
 CHECKED: [Redacted] DATE: 8/2/11  
 ROAD NUMBER: SR 45 & SR 193

**EL DORADO COUNTY**  
 DEPARTMENT OF TRANSPORTATION

Impacts to the Waters of the U.S.  
 Northside Bicycle Path Project  
 El Dorado County, California

SHEET  
 EXHIBIT  
 1 of 1  
 72804/72308

# COMPLIANCE CERTIFICATION

**Permit File Number:** SPK-2011-00355

**Nationwide Permit Number:** 14

**Permittee:** Janet Postlewait  
El Dorado County Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

**County:** El Dorado

**Date of Verification:** May 10, 2012

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers  
Sacramento District  
1325 J Street, Room 1350  
Sacramento, California 95814-2922  
*DLL-CESPK-RD-Compliance@usace.army.mil*

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the Corps of Engineers.

\* \* \* \* \*

*I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.*

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date





U S Army Corps of  
Engineers  
Sacramento District

# Nationwide Permit Summary

33 CFR Part 330; Issuance of Nationwide  
Permits – March 19, 2012

**14. Linear Transportation Projects.** Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

**Note:** Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

## A. Regional Conditions

### 1. Regional Conditions for California, excluding the Tahoe Basin

<http://www.spk.usace.army.mil/organizations/cespk-co/regulatory/nwp/2012-nwps/2012-NWP-RC-CA.pdf>

### 2. Regional Conditions for Nevada, including the Tahoe Basin

<http://www.spk.usace.army.mil/organizations/cespk-co/regulatory/nwp/2012-nwps/2012-NWP-RC-NV.pdf>

### 3. Regional Conditions for Utah

<http://www.spk.usace.army.mil/organizations/cespk-co/regulatory/nwp/2012-nwps/2012-NWP-RC-UT.pdf>

### 4. Regional Conditions for Colorado.

<http://www.spk.usace.army.mil/organizations/cespk-co/regulatory/nwp/2012-nwps/2012-NWP-RC-CO.pdf>

## B. Nationwide Permit General Conditions

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer.

Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

### 1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters,

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1325 J ST. – SACRAMENTO, CA 95814

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[www.flickr.com/photos/sacramentodistrict](http://www.flickr.com/photos/sacramentodistrict)

the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

- 2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
- 3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
- 4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
- 5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
- 6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
- 7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
- 8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
- 9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
- 11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
- 12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
- 13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
- 14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
- 15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
- 16. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
- 17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
- 18. **Endangered Species.**
  - (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
  - (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to

demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. **Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. **Historic Properties.**

(a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified

historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

**21. Discovery of Previously Unknown Remains and Artifacts.** If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

**22. Designated Critical Resource Waters.** Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or

ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP's 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP's 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

**23. Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

- (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
- (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
- (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.
- (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.
- (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.
- (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both

wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

- (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

- 24. Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.
- 25. Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.
- 26. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.
- 27. Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

**28. Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

**29. Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

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(Transferee)

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(Date)

**30. Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

**31. Pre-Construction Notification.**

(a) **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification

(PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2)..

(b) **Contents of Pre-Construction Notification:** The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;

- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
- (6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and
- (7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property

may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

- (c) Form of Pre-Construction Notification: he standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.
- (d) Agency Coordination:
  - (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.
  - (2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where

there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

### C. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10- acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining

whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

### D. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.



2. NWP's do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWP's do not grant any property rights or exclusive privileges.
4. NWP's do not authorize any injury to the property or rights of others.
5. NWP's do not authorize interference with any existing or proposed Federal project.

#### E. Definitions

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved. Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Direct effects:** Effects that are caused by the activity and occur at the same time and place.

**Discharge:** The term "discharge" means any discharge of dredged or fill material.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Ephemeral stream:** An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

**High Tide Line:** The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by

strong winds such as those accompanying a hurricane or other intense storm.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Indirect effects:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Intermittent stream:** An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWP, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

**Perennial stream:** A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWP, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent – meaning bordering, contiguous, or neighboring – to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)-(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**APPENDIX D**

**PERMITS**

- **STATE OF CALIFORNIA  
DEPARTMENT OF  
TRANSPORTATION  
ENCROACHMENT PERMIT**

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**AGREEMENT**

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

**Contract No. PW 11-30628 / CIP No. 72304 & 72306**

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this \_\_\_\_<sup>st</sup> day of \_\_\_\_\_, in the year of 20\_\_, 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:

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

The project is located in El Dorado County at Cool, California. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Construction of a new class I bike path, extension of Knickerbocker Creek culvert, relocation of a street light, and intersection improvements. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions shall be performed, constructed or installed.

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, DBE Information, Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum and the Nondiscrimination Assurances, the Performance Bond, and Payment Bond, the LOCAL AGENCY BIDDER – DBE COMMITMENT form, DBE Information Good Faith Efforts form; 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 2010, and Standard Specifications 2010, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the

prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

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

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

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

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

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **Three Thousand Dollar (\$3,000) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

### **Article 5. INDEMNITY**

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

The duty to indemnify and hold harmless the County, the State, any property owners from whom the County obtained easements, and any federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to

modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

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. 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 8. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, 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 9. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

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

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



**Article 10. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in Section 7-1.02 of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

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

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

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

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

**Article 11. 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 12. 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 13. 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 before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

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

**Article 14. 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 15. 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 16. 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.

Use Article 17 PAR 1 and PAR 2 in federally-funded projects governed by the Federal-Aid Master Agreement. Use Par 2 if project funding is governed by the State-only master Agreement or RSTP. If project funding does not meet these criteria strike and hide provisions of this Article and replace Article title with ‘RESERVED’.

**Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

The Contractor shall carry out applicable requirements of 49 CFR Part 18 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 49 CFR Part 18 are as follows:

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

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

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.

#### **Article 18. 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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.

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 Section 7-1.11 of the special

provisions and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

#### **Article 19. 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 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations 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" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are 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 Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- 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 20. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California and 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.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

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

## **Article 21. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County  
Northside School Class I Bike Path Project  
Contract No. PW 11- 30628 / CIP No. 72304 & 72306  
May 21, 2013

County of El Dorado, DOT  
Agreement  
Page C-8

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 22. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director Engineering, Construction Division, Department of Transportation, or successor.

**Article 23. 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 24. 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 25. 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 Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board of Supervisors  
Attest:  
James S. Mitrisin  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

\_\_\_\_\_  
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 Department prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**EXHIBIT A**

**CONTRACTOR'S BID AND BID PRICE SCHEDULE  
Northside School Class I Bike Path Project  
CONTRACT NO. PW 11-30628 / CIP NO. 72304 & 72306**

Item No.	Item Code	Item Description	Units of Measure	Estimated Quantity		Unit Price US\$	Item Total	
				Phase 1	Phase 2		Phase 1 US\$	Phase 2 US\$
1	090100	Time-Related Overhead (WDAY)	WDAY	25	35			
2	072007	Excavation Safety	LS	0	1			
3	074035A	Temporary Creek Diversion	LS	0	1			
4	130505	Move-In/Move-Out (Temporary Erosion Control)	EA	2	2			
5	080050	Progress Schedule (Critical Path Method)	LS	0.5	0.5			
6	120090	Construction Area Signs	LS	0.5	0.5			
7	120100	Traffic Control System	LS	0.5	0.5			
8	120165	Channelizer (Surface Mounted)	LF	50	620			
9	128651A	Portable Changeable Message Sign (Per Sign-Day)	SWD	85	170			
10	129000	Temporary Railing (Type K)	LF	3560	3460			
11	129100	Temporary Crash Cushion Module	EA	154	126			
12	130100	Job Site Management	LS	0.5	0.5			
13	130300	Prepare Storm Water Pollution Prevention Plan	LS	0.5	0.5			
14	130310	Rain Event Action Plan	EA	3	3	\$500	\$1,500	\$1500
15	130320	Stormwater Sampling and Analysis Day	EA	3	3			
16	130330	Storm Water Annual Report	EA	0.5	0.5	\$2,000	\$1,000	\$1,000
17	140003	Asbestos Compliance Plan	LS	0.5	0.5			
18	141000	Temporary Fence (Type ESA)	LF	600	1500			
19	149002A	Prepare Asbestos Dust Mitigation Plan	LS	0.5	0.5			
20	150714A	Remove Traffic Stripe and Pavement Marking	LS	1	0			
21	150821	Remove Headwall	EA	1	0			



		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$
22		152395	Relocate Street Light	EA	1	0			
23		152356A	Relocate Water Line, Electrical Line and Irrigation Line (Driveway Realignment Station P1 25+08 to 27+96)	LS	1	0			
24		152255	Reset Mailbox	EA	2	1			
25		152390	Relocate Roadside Sign	EA	15	15			
26		152438	Adjust Frame and Cover to Grade	EA	0	3			
27	F	153122A	Remove Concrete (Ex Knickerbocker Creek Wingwall, Headwall, cutoff wall and portion of Culvert)	LS	0	1			
28		160102	Clearing and Grubbing	LS	0.5	0.5			
29		160102A	Remove Tree	EA	6	6			
30		170101	Develop Water Supply	LS	0.5	0.5			
31	F	190101	Roadway Excavation	CY	1570	975			
32		070030	Lead Compliance Plan	LS	0.5	0.5			
33		190161	Rock Excavation	CY	10	0			
34	F	192020	Structure Excavation (Type D)	CY	0	227			
35	F	193004	Structure Backfill (Culvert)	CY	0	177			
36		193006	Structure Backfill (Slurry Cement)	CY	6	0			
37	F	198010	Imported Borrow	CY	0	1850			
38		210260	Rolled Erosion Control Product (Blanket)	SQFT	10500	22560			
39		210430	Hydroseed	SQFT	95000	87000			
40		260203	Class 2 Aggregate Base	CY	440	525			
41		390132	Hot Mix Asphalt (Type A)	Ton	885	1050			
42		390132A	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P1 11+40)	LS	1	0			

		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$
43		390132B	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P1 19+00)	LS	1	0			
44		390132C	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P1 20+00)	LS	1	0			
45		390132D	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P1 22+60)	LS	1	0			
46		390132E	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P1 32+80)	LS	1	0			
47		390132F	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P1 40+00)	LS	1	0			
48		390132G	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P2 20+00)	LS	0	1			
49		390132H	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P2 26+50)	LS	0	1			
50		390132I	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P2 32+00)	LS	0	1			
51		390132J	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P2 36+90)	LS	0	1			
52		390132K	Hot Mix Asphalt (Type A)-Driveway Conform Deep Lift HMA (P2 40+75)	LS	0	1			
53		394073	Place Hot Mix Asphalt Dike (Type A)	LF	90	75			
54		394076	Place Hot Mix Asphalt Dike (Type E)	LF	0	200			
55		394090	Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	0	4			
		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$

56	F	510050	Structural Concrete	CY	0	84			
57	F	510502	Minor Concrete (Minor Structure)	CY	4.2	0			
58	P-F	520107A	Bar Reinforcing Steel (Culvert)	LB	0	12,971			
59		560253A	Furnish Fiberglass Reinforced Plastic Sign Panel (0.135", "WARNING ELECTRIFIED FENCE" safety sign along property fence)	EA	0	15			
60		566011A	Install Sign (Wooden Post-Bike Trail)	EA	2	2			
61		566011B	Edge Bollard (Wooden-Bike Trail)	EA	4	4			
62		566011C	Flexible Center Bollard (Bike Trail)	EA	2	2			
63	P	641125A	36" Corrugated Plastic Pipe (smooth interior)	LF	15	0			
64	P	665006	8" Corrugated Steel Pipe (0.079" thick)	LF	0	22			
65	P	665012	12" Corrugated Steel Pipe (0.079" thick)	LF	55	52			
66	P	665017	18" Corrugated Steel Pipe (0.079" thick)	LF	250	175			
67	P	665023	24" Corrugated Steel Pipe (0.079" thick)	LF	5	245			
68		700638A	36" Corrugated Steel Pipe Inlet (0.079" thick) (ODI and GMP)	EA	2	4			
69		700638B	24" Corrugated Steel Pipe Inlet (0.079" thick) (OMP)	EA	1	2			
70		700656A	48" Corrugated Steel Pipe Inlet (0.138" thick) (OMP)	EA	0	1			
71		705001A	8" Steel Flared End Section	EA	0	2			

		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$
72		705007	12" Steel Flared End Section	EA	0	2			
73		705011	18" Steel Flared End Section	EA	2	3			
74		705015	24" Steel Flared End Section	EA	1	1			
75	F	721017	Rock slope Protection (Facing, Method B)	CY	0	2			
76	F	721026	Rock Slope Protection (No. 1, Method B)	CY	12	12			
77		730070	Detectable Warning Surface	SQFT	6	6			
78	F	731623	Minor concrete (Curb Ramp)	CY	3	0			
79	P-F	750001	Miscellaneous Iron and Steel	LB	202	0			
80		800001B	Simulated Wood Fence	LF	1500	2,000			
81	P	800060A	Replace Fence (Type BW or WM)	LF	1100	1150			
82		800101/ 800102	Temporary Fence (Type BW or WM)	LF	1100	1150			
83	P	800360	Chain Link Fence (Type CL-6)	LF	0	250			
84	P-F	833020	Chain Link Railing	LF	25	26			
85	P-F	839521	Cable Railing	LF	0	38			
86		840656A	4" Traffic Stripe	LF	4500	5,300			
87		840666	Paint Pavement Marking (2-Coat)	SQFT	225	300			
88	P	999990	Mobilization	LS	0.44	0.56			
<b>Total:</b>									

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum  
(SWD) Sign working day

## 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.

## EXHIBIT C

### NONDISCRIMINATION ASSURANCES

Contractor hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement 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 an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Contractor retains ownership or possession of the property.

9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

**APPENDIX A**  
**to**  
**EXHIBIT C**

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

(1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) **Solicitations for Sub-agreements, Including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work performed under s Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to and sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.



**APPENDIX B  
to  
EXHIBIT C  
(NOT USED)**

**APPENDIX C  
to  
EXHIBIT C  
(NOT USED)**

**APPENDIX D**  
**to**  
**EXHIBIT C**  
**(NOT USED)**

## EXHIBIT D

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies

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(excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable

of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project

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activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may

reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking

fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

##### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

##### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where

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appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage

rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given

only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

**This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

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"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed

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that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the

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contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the

original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 3247, Civil Code)

Bond No. \_\_\_\_\_

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal", a contract for the work described as follows:

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT  
CONTRACT No. PW 11-30628 / CIP No. 72304 & 72306**

WHEREAS, the State of California, acting through its Department of Transportation is hereafter referred to as "Additional Obligee", both Obligee and Additional Obligee collectively referred to as "Obligees";

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligees, in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) to be paid to the Obligees, for which payment we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



# SURETY

## ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO**  
**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_  
as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" **and the State of California, acting through its Department of Transportation, hereafter referred to as "Additional Obligee"**, both Obligee and Additional Obligee collectively referred to as "Obligees"  
in the sum of \_\_\_\_\_ DOLLARS,  
(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made,  
we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: \_\_\_\_\_

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. PW 11-30628 / CIP No. 72304 & 72306 for the Northside School Class I Bike Path Project** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the 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**

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**

**PW No. 11-30628 / CIP No. 72304 & 72306**

**PROPOSAL**

COMPLETING BID IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

## PROPOSAL

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

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

for the construction of  
the

NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT  
CONTRACT NO. PW 11-30628/ CIP No 72304 & 72306

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 **or Federal minimum wage rates** set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans 2010, the Standard Specifications 2010, 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:

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT**  
**CONTRACT No. PW 11-3068 / CIP No. 72304 & 72306**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado and 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**

**PROJECT NAME**

**CONTRACT NO. PW 11-30628 / CIP NO. 72304 & 72306**

Item No.	Item Code	Item Description	Units of Measure	Estimated Quantity		Unit Price US\$	Item Total	
				Phase 1	Phase 2		Phase 1 US\$	Phase 2 US\$
1	090100	Time-Related Overhead (WDAY)	WDAY	25	35			
2	072007	Excavation Safety	LS	0	1			
3	074035A	Temporary Creek Diversion	LS	0	1			
4	130505	Move-In/Move-Out (Temporary Erosion Control)	EA	2	2			
5	080050	Progress Schedule (Critical Path Method)	LS	0.5	0.5			
6	120090	Construction Area Signs	LS	0.5	0.5			
7	120100	Traffic Control System	LS	0.5	0.5			
8	120165	Channelizer (Surface Mounted)	LF	50	620			
9	128651A	Portable Changeable Message Sign (Per Sign-Day)	SWD	85	170			
10	129000	Temporary Railing (Type K)	LF	3560	3460			
11	129100	Temporary Crash Cushion Module	EA	154	126			
12	130100	Job Site Management	LS	0.5	0.5			
13	130300	Prepare Storm Water Pollution Prevention Plan	LS	0.5	0.5			
14	130310	Rain Event Action Plan	EA	3	3	\$500	\$1,500	\$1500
15	130320	Stormwater Sampling and Analysis Day	EA	3	3			
16	130330	Storm Water Annual Report	EA	0.5	0.5	\$2,000	\$1,000	\$1,000
17	140003	Asbestos Compliance Plan	LS	0.5	0.5			
18	141000	Temporary Fence (Type ESA)	LF	600	1500			
19	149002A	Prepare Asbestos Dust Mitigation Plan	LS	0.5	0.5			
20	150714A	Remove Traffic Stripe and Pavement Marking	LS	1	0			
21	150821	Remove Headwall	EA	1	0			
22	152395	Relocate Street Light	EA	1	0			
23	152356A	Relocate Water Line, Electrical Line and Irrigation Line (Driveway Realignment Station P1 25+08 to 27+96)	LS	1	0			



		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$
24		152255	Reset Mailbox	EA	2	1			
25		152390	Relocate Roadside Sign	EA	15	15			
26		152438	Adjust Frame and Cover to Grade	EA	0	3			
27	F	153122A	Remove Concrete (Ex Knickerbocker Creek Wingwall, Headwall, cutoff wall and portion of Culvert)	LS	0	1			
28		160102	Clearing and Grubbing	LS	0.5	0.5			
29		160102A	Remove Tree	EA	6	6			
30		170101	Develop Water Supply	LS	0.5	0.5			
31	F	190101	Roadway Excavation	CY	1570	975			
32		070030	Lead Compliance Plan	LS	0.5	0.5			
33		190161	Rock Excavation	CY	10	0			
34	F	192020	Structure Excavation (Type D)	CY	0	227			
35	F	193004	Structure Backfill (Culvert)	CY	0	177			
36		193006	Structure Backfill (Slurry Cement)	CY	6	0			
37	F	198010	Imported Borrow	CY	0	1850			
38		210260	Rolled Erosion Control Product (Blanket)	SQFT	10500	22560			
39		210430	Hydroseed	SQFT	95000	87000			
40		260203	Class 2 Aggregate Base	CY	440	525			
41		390132	Hot Mix Asphalt (Type A)	Ton	885	1050			
42		390132A	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P1 11+40)	LS	1	0			
43		390132B	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P1 19+00)	LS	1	0			
44		390132C	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P1 20+00)	LS	1	0			
45		390132D	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P1 22+60)	LS	1	0			
46		390132E	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P1 32+80)	LS	1	0			
47		390132F	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P1 40+00)	LS	1	0			
48		390132G	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P2 20+00)	LS	0	1			

		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$
49		390132H	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P2 26+50)	LS	0	1			
50		390132I	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P2 32+00)	LS	0	1			
51		390132J	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P2 36+90)	LS	0	1			
52		390132K	Hot Mix Asphalt (Type A)- Driveway Conform Deep Lift HMA (P2 40+75)	LS	0	1			
53		394073	Place Hot Mix Asphalt Dike (Type A)	LF	90	75			
54		394076	Place Hot Mix Asphalt Dike (Type E)	LF	0	200			
55		394090	Place Hot Mix Asphalt (Miscellaneous Area)	SQYD	0	4			
56	F	510050	Structural Concrete	CY	0	84			
57	F	510502	Minor Concrete (Minor Structure)	CY	4.2	0			
58	P- F	520107A	Bar Reinforcing Steel (Culvert)	LB	0	12,971			
59		560253A	Furnish Fiberglass Reinforced Plastic Sign Panel (0.135", "WARNING ELECTRIFIED FENCE" safety sign along property fence)	EA	0	15			
60		566011A	Install Sign (Wooden Post-Bike Trail)	EA	2	2			
61		566011B	Edge Bollard (Wooden- Bike Trail)	EA	4	4			
62		566011C	Flexible Center Bollard (Bike Trail)	EA	2	2			
63	P	641125A	36" Corrugated Plastic Pipe (smooth interior)	LF	15	0			
64	P	665006	8" Corrugated Steel Pipe (0.079" thick)	LF	0	22			
65	P	665012	12" Corrugated Steel Pipe (0.079" thick)	LF	55	52			
66	P	665017	18" Corrugated Steel Pipe (0.079" thick)	LF	250	175			
67	P	665023	24" Corrugated Steel Pipe (0.079" thick)	LF	5	245			

		Item Code	Item Description	Units of Measure	Phase 1	Phase 2	Unit Price US\$	Phase 1 US\$	Phase 2 US\$
68		700638A	36" Corrugated Steel Pipe Inlet (0.079" thick) (ODI and GMP)	EA	2	4			
69		700638B	24" Corrugated Steel Pipe Inlet (0.079" thick) (OMP)	EA	1	2			
70		700656A	48" Corrugated Steel Pipe Inlet (0.138" thick) (OMP)	EA	0	1			
71		705001A	8" Steel Flared End Section	EA	0	2			
72		705007	12" Steel Flared End Section	EA	0	2			
73		705011	18" Steel Flared End Section	EA	2	3			
74		705015	24" Steel Flared End Section	EA	1	1			
75	F	721017	Rock slope Protection (Facing, Method B)	CY	0	2			
76	F	721026	Rock Slope Protection (No. 1, Method B)	CY	12	12			
77		730070	Detectable Warning Surface	SQFT	6	6			
78	F	731623	Minor concrete (Curb Ramp)	CY	3	0			
79	P-F	750001	Miscellaneous Iron and Steel	LB	202	0			
80		800001B	Simulated Wood Fence	LF	1500	2,000			
81	P	800060A	Replace Fence (Type BW or WM)	LF	1100	1150			
82		800101/ 800102	Temporary Fence (Type BW or WM)	LF	1100	1150			
83	P	800360	Chain Link Fence (Type CL-6)	LF	0	250			
84	P-F	833020	Chain Link Railing	LF	25	26			
85	P-F	839521	Cable Railing	LF	0	38			
86		840656A	4" Traffic Stripe	LF	4500	5,300			
87		840666	Paint Pavement Marking (2-Coat)	SQFT	225	300			
88	P	999990	Mobilization	LS	0.44	0.56			
<b>Total:</b>									

(F) Final Pay Quantity

(P) Eligible for Partial Payment

(LS) Lump Sum

(SWD) Sign Working Day

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by El Dorado County 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, and license number, of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in section 2-1.33C. 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).

Name	Location of Business	License No.	Bid Item Number and Bid Item Description	Percentage of Each Bid Item Subcontracted

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

	<u>Has</u>	<u>Has Not</u>
The Bidder _____	_____	_____
Proposed Subcontractor(s) _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

hereby certifies the above information regarding participation in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# **NONCOLLUSION AFFIDAVIT**

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

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

## **NOTE:**

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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



**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION,  
UNITED STATES DEPARTMENT OF TRANSPORTATION(USDOT) 2 CODE OF FEDERAL  
REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS FOR GRANTS AND  
AGREEMENTS AND EXECUTIVE ORDER 12549**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

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

## **NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, including this Contract, the making of any federal grant, the making of any state or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Contract, grant, local, or cooperative contract, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with the form instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

# DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year ____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: center;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p style="text-align: center;">Authorized for Local Reproduction  Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.SF-LLL-Instructions Rev. 06-04-90

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX  
FLUCTUATIONS**

You may opt out of the payment adjustments for price index fluctuations as specified in “Payment Adjustments for Price Index Fluctuations” of the special provisions. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Bidder Name: \_\_\_\_\_

Contract No. PW 11-30628

I opt out of the payment adjustments for price index fluctuations.

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

Signature: \_\_\_\_\_

Accompanying this proposal is \_\_\_\_\_  
(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_),"CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the amount of the total bid.

**The names of all persons interested in the forgoing Proposal as principals are as follows:**

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

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

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**(A Copy of the afore-referenced license must be attached hereto.)**

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of 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; and the Equal Employment Opportunity Certification; and the Debarment Suspension, Ineligibility and Voluntary Exclusion Certification; the Non-lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL); the Fair Employment Practice Addendum, the Nondiscrimination Assurances, 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 \_\_\_\_\_



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

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

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

## LOCAL AGENCY BIDDER – DBE COMMITMENT FORM (CONSTRUCTION CONTRACTS) (EXHIBIT 15-(G))

**NOTE: PLEASE REFER TO INSTRUCTIONS FOLLOWING OF THIS FORM**

LOCAL AGENCY: County of El Dorado

LOCATION: Cool, CA

PROJECT DESCRIPTION: Class I Bike Path along SR-193 from of SR-49 to Auburn Lake Trails, and along SR 49 from Cave Valley Rd to SR-193

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID DATE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

CONTRACT DBE GOAL: 13%

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

**For Local Agency to Complete:**

Local Agency Contract Number: PW No. 11-30628 / CIP 72304 & 72306

Federal-aid Project Number: SRTSL 5925 (070)

Federal Share: 87%

Contract Award Date: \_\_\_\_\_

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Janel Gifford \_\_\_\_\_  
 Print Name Signature Date  
 Local Agency Representative

(Area Code) Telephone Number: (530) 621-5974

Total Claimed DBE Participation \$ \_\_\_\_\_

\_\_\_\_\_ %

**OF TOTAL AMOUNT BID**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date (Area Code) Tel. No.

\_\_\_\_\_  
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)  
(Rev 7-2012)

**INSTRUCTIONS - LOCAL AGENCY BIDDER  
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**ALL BIDDERS:**

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the " Subcontractor List" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section 2-1.12B to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.



**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS  
DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. SRTSL 5925 (070)

Bid Opening Date \_\_\_\_\_

The County of El Dorado established a Disadvantaged Business Enterprise (DBE) goal of 13% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section 2-1.12B(3):

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

**END OF PROPOSAL**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

***this form MUST be used***

**KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE** \_\_\_\_\_  
\_\_\_\_\_, as **PRINCIPAL**, and

\_\_\_\_\_ as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL 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

**NORTHSIDE SCHOOL CLASS I BIKE PATH PROJECT  
CONTRACT No. PW 11-30628 / CIP No. 72304 & 72306**

**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\_\_

(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**

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)