

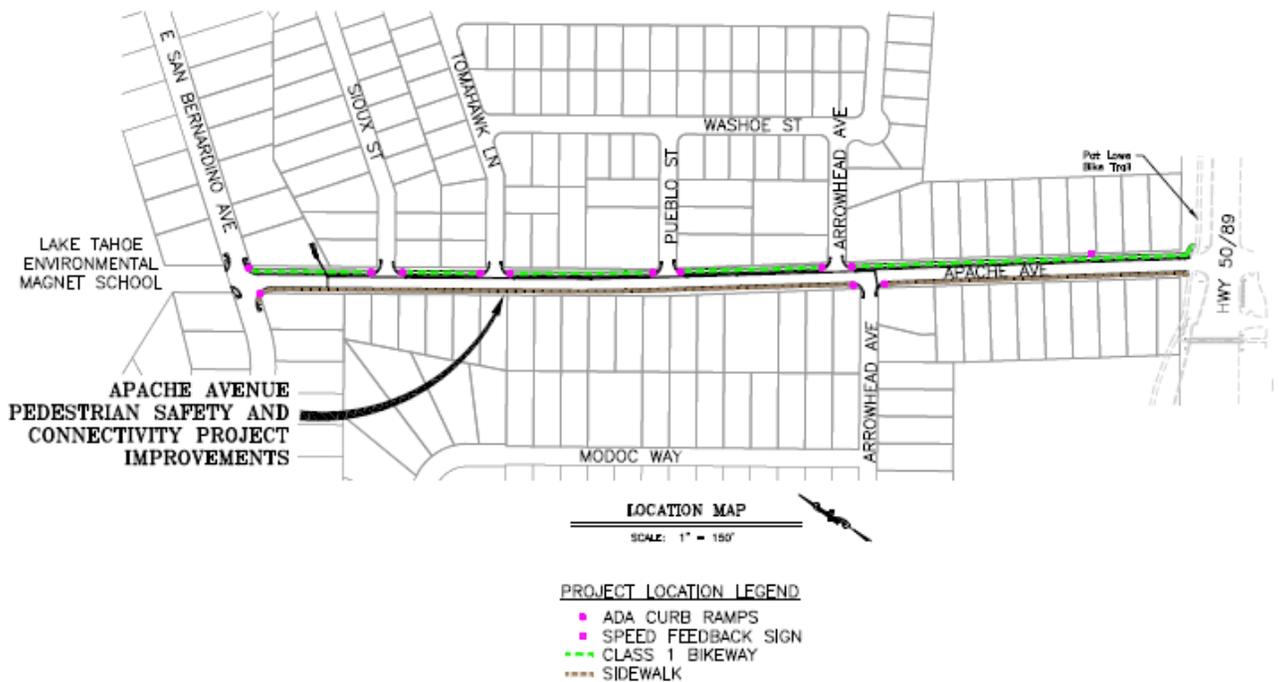
# COUNTY OF EL DORADO, CALIFORNIA DEPARTMENT OF TRANSPORTATION

## CONTRACT DOCUMENTS

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

## APACHE AVENUE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT

CONTRACT NO. 7922 / CIP NO. 3610 7021  
FEDERAL AID NO. STPL - 5925(182)



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

**BID OPENING DATE: March 21, 2024**

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

**CONTRACT DOCUMENTS**

INCLUDING

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

**APACHE AVENUE PEDESTRIAN SAFETY AND  
CONNECTIVITY PROJECT**

FEBRUARY 2024

CONTRACT NO. 7922 / CIP NO. 3610 7021  
FEDERAL AID NO. HISPL - 5925(182)

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



  
\_\_\_\_\_  
Daniel Kikkert, RCE No. C70168

Date 23 January, 2024

# COUNTY OF EL DORADO, CALIFORNIA

## DEPARTMENT OF TRANSPORTATION

### NOTICE TO BIDDERS

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

**APACHE AVENUE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT  
CIP NO. 3610 7021, CONTRACT No. 7922**

will be received by the County of El Dorado, Department of Transportation (Department of Transportation), through Quest Construction Data Network (Quest) until March 21<sup>st</sup>, 2024 **at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation. The bid opening will take place virtually through Microsoft Teams. The virtual bid meeting can be accessed via the following link: <http://tinyurl.com/y39k9s5w>

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado, Department of Transportation through Quest Construction Data Network (Quest). **The Proposal including the Bidder's Security, Form 590, and Payee Data Record shall be submitted through the Quest website for Project # 8747890:**

**LOCATION/DESCRIPTION OF THE WORK:** The Project is located along Apache Avenue in the County of El Dorado, between US50/SR and East San Bernardino Avenue in the community of Meyers. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. The Project will be bid as a Base Bid (Schedule A) and Additive Alternate Bid (Schedule B) in accordance with the Proposal and Special Provisions.
- B. Base Bid (Schedule A) consists of construction of pedestrian, bicycle, and drainage improvements. The improvements include roadway paving, rolled curb and gutter, sidewalk, class 1 bike path, and striping.
- C. Additive Alternate Bid (Schedule B) consists of construction of waterline replacement improvements.
- D. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.
- E. Bids are required for the entire Work described herein.
- F. The Contract time is ONE-HUNDRED AND TEN (110) WORKING DAYS if the work in both the Base Bid and the Additive Alternate Bid is awarded. The Contract time shall be NINETY (90) WORKING DAYS if only the work in the Base Bid is awarded.
- G. For bonding purposes the anticipated Project cost is less than \$3,860,000.00.
- H. A pre-bid meeting is scheduled for this Project on **March 7, 2024 at 2:00 p.m.** at the County of El Dorado, Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA. The meeting will be held in the upstairs conference room. State requirements for masks and social distancing will be enforced. Attendance at the pre-bid meeting is not mandatory.
- I. This Project is being formally bid in accordance with Public Contract Code 22032 and County of El

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Dorado Ordinance Code section 3.14.040.

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

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$30.00 by inputting the Quest Project # 8747890 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information.

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

The Contract Documents, including the Project Plans, may be examined in person at the Department of Transportation's office at 924B Emerald Bay Road, South Lake Tahoe, CA. However, the Department of Transportation will no longer sell paper copies of the Contract Documents.

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

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

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

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

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

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders must be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and must possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time 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

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result in the forfeiture of the Bidder's security.

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

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

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

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

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

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Jennifer Rimoldi, County of El Dorado Community Department of Transportation, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 626-0387 within 24 hours of being requested after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time 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.

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

**BUILD AMERICA, BUY AMERICA:** This Project is subject to the "Build America, Buy America" ("BABAA") as added by Section 70911 of the Infrastructure Investment and Jobs act (135 Stat. 429, 117 P.L. 58)..

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

For Federal-aid projects, DBE requirements of Title 49 Part 26 of the Code of Federal Regulations (49 CFR 26) apply. Bidders are advised that, as required by Federal law, the County of El Dorado has implemented Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Comply with Section 2-1.12 and Section 5-1.13.

In accordance with 49 CFR 26, 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 **22.0 %**.

The UDBE Good Faith Effort Submittal Information Handout and the County of El Dorado DBE Training Presentation is available at <http://www.edcgov.us/Government/DOT/pages/DBE.aspx>. The problems and solutions listed in the Handout apply to DBE Good Faith Efforts Submittals.

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

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

Comply with Section 7-1.021(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. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

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

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

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

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

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 of Transportation 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   2  .

**BID SECURITY:** A bid security must be provided with each bid. Bid security must be in an amount of not less than ten percent (10%) of the total amount of the Bid for bid and must 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.**

**BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this Project pursuant to Title 2 Code of Federal Regulations Part 200.318(k) and County 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:

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

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1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within five (5) business days from the date of the “All Bidders Letter,” the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by the County of El Dorado, Department of Transportation, Attention Jennifer Rimoldi, 2441 Headington Road, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, it will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be 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.

The contract will be awarded based on the total bid for both the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B). The County reserves the right to reject all bids or to award either the Base Bid (Schedule A) only or to award both the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B) work to the successful low bidder.

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

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

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

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period to the email shown on the Quest website under the Quest # 8747890 “Project Q&A”. If the response does not require an addendum, a response will be posted as a response to bidder’s inquiry on the Quest website under “Project Q&A”. It is the bidders’ responsibility to check this website under “Project Q&A” for responses to bidders’ inquiries during the bid period. Addenda will be uploaded in pdf format to Quest’s website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest.

The list of planholders will be available on Quest's website under "View Planholders".

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

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

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

Authorized by the Board of Supervisors on February 27, 2024, at Placerville, California.

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

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

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EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS ..... P-27

BIDDER’S BOND..... NO PAGE NUMBER



# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

**Add to section 1-1.01:**

### Nonstandard Bid Items and Applicable Sections

Item Code	Item Description	Applicable Section
072007A	EXCAVATION SAFETY	7
190185A	SHOULDER BACKING (CY)	19
210430A	TACKIFIER	21
390132A	HOT MIX ASPHALT (TYPE A) - ROADWAY	39
390132B	HOT MIX ASPHALT (TYPE A) – BIKE PATH	39
390132C	HOT MIX ASPHALT (TYPE A) - SIDEWALK	39
390132D	PLACE HOT MIX ASPHALT (DRIVEWAY R&R)	39
398200A	COLD PLANE / PULVERIZE ASPHALT CONCRETE PAVEMENT	39
510094A	DRAINAGE INLET – TYPE 1	51
510094B	DRAINAGE INLET – TYPE 2	51
705011A	18" STEEL FLARED END SECTION	70
707225A	48" PRECAST CONCRETE PIPE MANHOLE (FLAT TOP)	70
721026A	ROCK SLOPE PROTECTION (NO.1 METHOD A)	72
730010A	MINOR CONCRETE (CURB AND GUTTER) (LF)	73
7301507A	MINOR CONCRETE (CURB OPENING) (EA)	73
820840A	ROADSIDE SIGN – SPEED FEEDBACK	82

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Add to section 1-1.09:**

This Project is in a freeze-thaw area.

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

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



**Replace “RESERVED” in section 2-1.08 with:**

Section 2-1.08 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.

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

Proposal Pay Items and Bid Price Schedule.

Remove “or \$10,000, whichever is greater” from the 1st paragraph in section 2-1.10.

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

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

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the

corrected contractor's license number to Jen Rimoldi via fax (530) 626-0387 or email [Jen.Rimoldi@edcgov.us](mailto:Jen.Rimoldi@edcgov.us) within 24 hours of it being requested by the Department, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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

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

1. *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*
  - a. Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
    - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
    - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

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

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

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder are not required to submit the DBE commitment form unless the Department requests it. If the Department requests a DBE commitment form from you, submit the completed form within 5 business days of the request via email or fax to Office Engineer, email [Jen.Rimoldi@edcgov.us](mailto:Jen.Rimoldi@edcgov.us), Fax (530) 698-5813.

**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. No additional meetings or protests will be allowed after the reconsideration officials determination is released.

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

**2-1.15 RESERVED**

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

**2-1.18 RESERVED**

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

**2-1.27 RESERVED**

**Delete section 2-1.31.**

**Replace section 2-1.33 with:**

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

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

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

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

<sup>b</sup>If the information is not submitted at the time of bid email or fax to Office Engineer, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 626-0387. This after-bid submittal does not apply to an informal-bid contract. For an informal bid contract, submit the completed form at the time of bid.

<sup>c</sup>If not submitted at the time of bid, applicable only to the apparent low bidder, 2nd low bidder, and 3rd low bidder. Submit via email or fax to Office Engineer, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 626-0387.

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

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

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

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

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

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

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

**Replace “Reserved” in section 2-1.44 with:**

**2-1.44 BID PROTEST PROCEDURE**

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

1. Violations of Federal law or regulations and the standards of 2 CFR Part 200.318(k). Violations of State of California or local law will be under the jurisdiction of the State or County; and
2. Violation of County’s protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to County.

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

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

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

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

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

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

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

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

County Board of Supervisors may reject:





## 4 SCOPE OF WORK

Delete section 4-1.07C.

Replace “RESERVED” in section 4-1.08 with:

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

#### 4-1.08A General

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

Replace “RESERVED” in section 4-1.09 with:

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

#### 4-1.09A General

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

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

AA

## 5 CONTROL OF WORK

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

Ensure the Department's, Caltrans, FHWA, California Regional Water Quality Control Board Lahontan Region, AT&T, COMCAST, and STPUD safe access to the work. Furnish facilities necessary for the Department's, Caltrans, FHWA, California Regional Water Quality Control Board Lahontan Region, AT&T, COMCAST, and STPUD inspection.

### Delete section 5-1.09.

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

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

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

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

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

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

### Replace section 5-1.13B with:

#### 5-1.13B Disadvantaged Business Enterprises

##### 5-1.13B(1) General

Section 5-1.13B applies to a federal-aid contract.

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. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

You must:

1. Notify the Resident Engineer or Inspector of any changes to anticipated DBE participation listed on the approved DBE Commitment (Construction Contracts) Exhibit 15-G form.
2. Provide this notification in writing prior to starting the DBE's work.
3. Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:
  1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 10th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit the DBE Certification Status Change, form with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

#### **5-1.13B(2) Disadvantaged Business Enterprises**

##### **5-1.13B(2)(a) General**

Section 5-1.13B(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

#### **5-1.13B(2)(b) Commercially Useful Function**

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially

useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

#### **5-1.13B(2)(c) Termination**

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
  - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
  - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
  - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

#### **5-1.13B(2)(d) Replacement**

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract

3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
  - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
  - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - 1.2.1. Quote for bid item work and description of work to be performed
    - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
  - 2.2. Solicitations of DBEs for performance of work identified in 2.1
  - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
  - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
  - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

#### **5-1.13B(3) Use of Joint Checks**

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

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

**5-1.13C RESERVED**

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

**5-1.13D RESERVED**

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

**5-1.13E Prompt Payment**

Section 5-1.13E applies to all contracts.

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

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

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

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

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

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

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

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

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

<b>Coincident or Adjacent Contracts</b>			
<b>Contract no.</b>	<b>County–Route–Post Mile</b>	<b>Location</b>	<b>Type of work</b>
3610 7007	East San Bernardino Ave	Between Country Club and San Diego	Water Quality Project
3610 4026	Pioneer Trail / US 50 Intersection Improvement Project	Pioneer Trail / US 50 Intersection	Construction of a Roundabout

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

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

The Department has obtained and included in Appendix B:

- 1) Tahoe Regional Planning Agency Construction Permit
- 2) Lahontan Regional Water Quality Control Board General Construction Permit

The Department has obtained and included in Appendix B:

- 1) State of California Encroachment Permit – For designed improvements

Before beginning work within state right of way obtain a State of California Encroachment permit from:

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

In accordance with section 9-1.03, full compensation for obtaining the State of California Encroachment Permit is included in the payment for the various items of work.

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

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

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

**5-1.20H Coordination With Schools**

Apache Ave Pedestrian Safety and Connectivity Project  
**CIP No 7922, Contract No. 36107021**  
 February 27, 2024

County of El Dorado  
**Special Provisions**  
 SP-18

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

**Lake Tahoe Unified School District**  
1095 San Bernardino Avenue, South Lake Tahoe, CA 96150  
530-543-2371 (phone)

530-543-2375 (fax)

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

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

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

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

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

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

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

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

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

**Replace “RESERVED” in section 5-1.25 with:**

#### **5-1.25 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 2 CFR, Part 200, 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 48 CFR, Parts 31 et seq. or 2 CFR, Part 200 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 rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. These rates may be found at HYPERLINK "http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx" <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. The rates found above are maximums and not allowances. In the event of an audit, you must be able to produce receipts substantiating the amount claimed.

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

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

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

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

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

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

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

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

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

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

**5-1.27E Change Order Bills**

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

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

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

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

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

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



**Replace section 6-1.04 with:**

**6-1.04 BUY AMERICA**

**6-1.04A General**

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

**6-1.04B Crumb Rubber (Pub Res Code § 42703(d))**

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

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

**6-1.04C Steel and Iron Materials**

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**6-1.04D Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

**6-1.04E Construction Materials**

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
  - 2.1. Polyvinylchloride
  - 2.2. Composite building materials
  - 2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.



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

**7-1.02E Reporting [2 CFR 200.328]**

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

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

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

**7-1.02F Copyrights, Trademarks, and Patents [2 CFR 200.315]**

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:

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

**Replace “Reserved” in section 7-1.02G with:**

**7-1.02G Clean Air Act and Clean Water Act [2 CFR 200 – Appendix II to Part 200]**

Comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (**2 C.F.R. Subtitle B, Chapter XV, Part 1532 (Sec. 1532.10 et seq.)**).

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

**Replace “Reserved” in section 7-1.02H with:**

**7-1.02H Energy Policy and Conservation Act [Public Law 94-163]**

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

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

The contractor or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any

contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**Replace “Reserved” in section 7-1.02J with:**

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

Comply with:

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

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

**Replace item 1 of the 2<sup>nd</sup> paragraph of section 7-1.02K(2) with:**

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

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

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. Comply with Exhibit D of the Draft Agreement and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 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 and 6 of section 7-1.02K(3).**

**Add to section 7-1.02K(3):**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.

2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

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

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

, whichever is longer.

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

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

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

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

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

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

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

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

**7-1.05 INDEMNIFICATION**

Comply with Article 5 “Indemnity” of the Agreement.

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

**7-1.06 INSURANCE**

**7-1.06A General Insurance Requirements**

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

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

- Workers’ Compensation as required by law in the State of California, with Statutory Limits; and
- Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease; and

- Commercial General Liability Insurance of not less than Four Million Dollars (\$4,000,000) aggregate limit and Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$2 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy; and
- Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles, of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the Contract; and
- In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000); and
- Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage required.
- If there is an exposure to your employees under the US Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

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

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

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

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

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

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

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

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

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

**7-1.06D Additional Standards**

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

**7-1.06E Commencement of Performance**

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

**7-1.06F Material Breach**

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

**7-1.06G Reporting Provisions**

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

**7-1.06H Primary Coverage**

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

**7-1.06I Premium Payments**

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

**7-1.06J Contractor’s Obligations**

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

**Delete the last sentence of section 7-1.09.**

**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.

**Replace the 1<sup>st</sup> sentence of the 3<sup>rd</sup> paragraph of section 7-1.11A with:**

A copy of form FHWA-1273 is included in the Draft Agreement of these Contract Documents.

**Delete form FHWA-1273 in section 7-1.11A.**

AA

## 8 PROSECUTION AND PROGRESS

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

- 2.1 Contract number and CIP number

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

1. Start milestone date as Notice of Award letter date

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

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

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

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

**Add to section 8-1.03:**

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

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

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

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

1. Name and address of authorized representative
2. CMP baseline schedule
3. Traffic Control Plan
4. Shoring and Excavation Plan
5. Certificate of Reported Compliance with CARB for road legal diesel vehicles over 14,000 pound gross vehicle weight intended to be used by the Contractor and any applicable fleet intended to be used by all subcontractors.
6. Driveway Access Plan
7. Temporary Erosion Control Plan
8. Spill Contingency Plan
9. Dust Control Plan
10. Job mix formula for asphalt concrete
11. Show drawings for drainage inlets and storm drain manholes
12. Concrete mix design for all concrete work
13. Supply to the County sample of rock that will be used for Rock Slope Protection in compliance with color specifications.
14. Signed endorsement and certification page from the SWPP or WPCP along with any proposed revisions.

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

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

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

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

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

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

Contract working hours are between the hours of 8:00 a.m. to 6:30 p.m. unless otherwise authorized.

**Add to the end of section 8-1.06:**

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

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

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

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

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

Liquidated damages for not completing Schedule B work by July 26th are \$4,200 per day.

**Replace "Reserved" in section 8-1.10D with:**

**8-1.10D Director Days**

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

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

**Replace section 8-1.13 "Contractor's Control Termination" with:**

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

**Replace section 8-1.14 "Contract Termination" with:**

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



**Replace the 3<sup>rd</sup> paragraph of section 9-1.16E(1) with:**

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

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

These amounts are shown on the *Pay Estimate*.

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

required forms, dust control submittals,

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

Stop notice information may be obtained from the Engineer.

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

**9-1.16F Retentions**

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

The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. 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. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or

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

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

State and/or Department

**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.

Your attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within 45 days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within 60 days of the public entity's written response and to pay interest at the rate of 7 percent per annum on any amounts not paid in a timely manner. The claims procedures described within the Contract Documents (including, but not limited to, Sections 5-1.43 and 9-1.17 of the Standard Specifications) are in addition to the procedures



**Replace section 12-3.32D with:**

PCMS are paid for under the Traffic Control System bid item.

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

Do not perform work that would require a closure.

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

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

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

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

14 days to 21 days.

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

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

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

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

Notify the Engineer of delays in your activities caused by:

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

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

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

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

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

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

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

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

You may close city-street lanes using a one-way-reversing traffic-control lane closure on Apache Avenue as shown on chart no.   1  , Mondays through Fridays. These lane closures are not allowed on designated holidays and special day.

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

Comply with the requirements for a lane closure\_ shown in the following chart:

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

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

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

Concurrent stationary closures in the same direction of travel must be spaced no closer than 2 miles apart. Closures in the same direction of travel on alternating inside lanes and outside lanes must be spaced by an additional 2 miles.

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



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

Allow at least 4 weeks for the Engineer to obtain a Notice of Intent (NOI) permit from the RWQCB after your submittal of the SWPPP to the Engineer has been approved.

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

This project's risk level is   3  .

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

The following RWQCBs will review the authorized SWPPP:

1. Lahontan region\_\_\_\_\_

**Replace item 6 of the 7<sup>th</sup> paragraph in section 13-3.01C(2)(a) with:**

6. There is a Permit violation

**Add to the beginning of the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph of section 13-3.01C(2)(b)(vi)(B):**

For Risk Level 2 and 3 projects,

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

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

**Add to the end of section 13-3.01D(3)(a):**

The qualifying rain event daily average must not exceed the NAL for pH.

The qualifying rain event daily average must not exceed the NAL for turbidity.

**Replace "Reserved" in section 13-3.01D(5) with:**

**13-3.01D(5) Numeric Effluent Limits**

For a risk level 3 project with ATS discharges NELs must comply with the values shown in the following table:

**Numeric Effluent Limits**

<b>Parameter</b>	<b>Test method</b>	<b>Detection limit (min)</b>	<b>Unit</b>	<b>Value</b>
Residual Chemical	Toxicity testing conducted by an independent third party lab			< 10% of MATC <sup>1</sup>
Turbidity	Field test with calibrated portable instrument	1	NTU	10 NTU for daily flow-weighted average of all samples 20 NTU for any single sample
<sup>1</sup> Maximum Allowable Threshold Concentration as defined in Attachment F of the Permit.				

If an analytical effluent sampling result exceeds the turbidity NEL listed above, the receiving water monitoring trigger is also exceeded. Monitor the receiving water for turbidity and SSC for the duration of the project.

**Add to section 13-3.03**

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

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

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

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

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

in the Proposed Final Pay Estimate

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

**Add to section 13-3.04:**

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

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



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

**Replace section 14-8.02 with:**

The work is located in a **Rural Center** with **High Density** 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 am–7 pm	55	75
	7 pm–10 pm	50	65
	10 pm–7 am	40	55
Commercial, Recreation, and Public Facilities (C, TR, PF)	7 am–7 pm	65	75
	7 pm–7 am	60	70
Industrial (I)	Any Time	70	80
Open Space (OS)	7 am–7 pm	55	75
	7 pm–7 am	50	65

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

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

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

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

**14-9.04 DUST CONTROL**

**14-9.04A GENERAL**

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

Section 14-9.04 includes specifications relating to dust control.

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

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

**14-9.04B Materials**

Not used.





**Add to the end of section 19-1.01A:**

Earthwork activities include clearing and grubbing. Clearing and grubbing must comply with section 17.

Earthwork activities include finishing the roadway. Finishing the roadway must comply with section 22.

**Replace “Not Used” in section 19-1.02 with:**

Rolled Erosion Control Product will comply with section 21-1.02O(1).

Rock for Rock Slope Protection will comply with Section 72.

**Add to section 19-1.03B with:**

The void resulting from the removal of unsuitable material will be backfilled with Class 3 permeable material and compacted to a minimum relative compaction of 95%, except if unsuitable material is overexcavated from the bottom of a sediment basin. In this case a maximum of 90% relative compaction and a minimum of 85% relative compaction will be required.

The void created by stump removal, culvert removal, or rock removal will be filled with native material and compacted to a minimum of 90% relative compaction. Other material may be approved if suitable for the location relative to the improvements.

All unsuitable material must be removed from the Tahoe Basin in compliance with section 14-10.01.

**Add section 19-1.03E Excavations Over Four Feet Deep:**

In accordance with Pub Cont Code 7104 for excavations that extend deeper than four feet below the original surface, notify the Engineer promptly and before the following conditions are disturbed:

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

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

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

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

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

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

**Add to section 19-2.04:**

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

**Add to the end of section 19-3.02E:**

Slurry cement backfill may contain returned plastic concrete.

Slurry cement backfill containing returned plastic concrete must comply with the specifications for concrete containing returned plastic concrete.

**Replace section 19-4 with:**

**19-4.01 GENERAL**

**19-4.01A Summary**

You are advised that 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.

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.

**Add to section 19-5.01:**

The Department will, at its expense, except as noted in section 6-2 and for the Schedule B work, provide compaction testing to verify that you have achieved the required compaction.

Relative compaction will be based on the maximum dry unit weight as determined by ASTM D1557. Corrections to the Unit Weight for Soil Containing Oversize Particles will comply with ASTM 4718.

Compaction testing will be performed on subgrade, fill, backfill, topsoil mix, and, if applicable, permeable material. You will provide a 24-hour notice to the Engineer stating when you will be completed with an activity that requires compaction testing to allow the Engineer time to schedule testing before you start the next activity. The Department will make every effort to collect native samples and to provide moisture-density curves in a timely manner. However, should you choose to proceed with the work before compaction criteria for native soil or fill material can be verified, you assume the risk of having to remove this work at your expense if subgrade compaction is later found to be inadequate.

All compaction will be accomplished with mechanical compaction.

Subgrade, fill, or backfill that exhibits pumping will not be accepted.









## **39-1.02 MATERIALS**

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

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

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

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

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

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

With each dilution, submit:

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

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

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

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

Asphalt binder used in HMA Type A must be PG 64-22 or PG 64-28.

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

Not Used

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

Aggregate must be clean and free from deleterious substances.

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

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

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

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

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

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

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

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

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

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

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

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

**RHMA-G**

Not Used

**OGFC**

Not Used

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

### Aggregate Quality

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

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

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

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

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

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

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

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

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

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

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

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

#### 39-1.03A General

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

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

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

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

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

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

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

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

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

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

**HMA Mix Design Requirements**

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

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

The maximum allowable RAP binder replacement is 15 percent.

### 39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

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

- 5.4. Blended asphalt rubber binder mixture
- 5.5. Supplemental fine aggregate except fines from dust collectors
- 5.6. Antistrip additives

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

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

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

**39-1.03D Job Mix Formula Review**

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

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

**39-1.03E Job Mix Formula Verification**

Submit a Department-verified JMF on a *Hot Mix Asphalt Verification* form dated within 6 months before HMA production.

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

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

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

Where:

BC<sub>OBC</sub> = optimum asphalt binder content, percent based on total weight of mix

R<sub>RAP</sub> = RAP ratio by weight of aggregate

BC<sub>RAP</sub> = asphalt binder content of RAP, percent based on total weight of RAP mix

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

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

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

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

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

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

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

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

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

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

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

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

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

A verified JMF is valid for 12 months.

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

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

You may request a JMF renewal by submitting:

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

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

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

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

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

The Engineer may verify aggregate qualities during this review period.

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

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

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

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

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

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

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

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

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

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

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value  $\pm 2.0$  percent

3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

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

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

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

You may start HMA production if:

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

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

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

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

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

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

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

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

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

Not Used

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

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

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

Perform RAP quality control testing each day.

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

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

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

Not Used

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

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

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

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

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

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

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

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

HMA acceptance is based on:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **39-1.08 PRODUCTION**

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

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

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

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

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

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

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

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

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

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

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

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

#### **39-1.08C Asphalt Rubber Binder**

Not Used

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

#### **39-1.09A General**

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

#### **39-1.09B Subgrade**

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

#### **39-1.09C Tack Coat**

Apply tack coat:

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

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

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

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

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

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

If you request and if authorized, you may:

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

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

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

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

**39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer under the manufacturer's instruction.

Before placing the geosynthetic pavement interlayer and asphalt binder:

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

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

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

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

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

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

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

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

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

Pave HMA on the interlayer during the same work shift.

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

Paving equipment for spreading must be:

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

Install and maintain grade and slope references.

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

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

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

In areas inaccessible to spreading and compacting equipment:

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

### **39-1.11 CONSTRUCTION**

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

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

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

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

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

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

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

HMA must be free of:

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

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

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

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

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

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

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

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

Not Used

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

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

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

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

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

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

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

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

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for

these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

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

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

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

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

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

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

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

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

### **39-1.12 SMOOTHNESS**

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

Determine HMA smoothness with a profilograph and a straightedge.

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

If concrete pavement is placed on HMA:

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

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

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

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

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

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

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

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

Profile the pavement in the Engineer's presence.

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

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

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

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

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

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

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

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

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

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

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

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

Corrected HMA pavement areas must be uniform rectangles with edges:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Miscellaneous areas are outside the traveled way and include:

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

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

For miscellaneous areas and dikes:

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

#### **39-1.15 MINOR HOT MIX ASPHALT**

Not Used

#### **39-1.16 RUMBLE STRIPS**

Reserved

#### **39-1.17 DATA CORES**

Reserved

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

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

**39-1.20 LIQUID ANTISTRIP TREATMENT**  
Reserved

**39-1.21 REPLACE ASPHALT CONCRETE SURFACING**  
Reserved

**39-1.22 LIQUID ASPHALT PRIME COAT**  
Reserved

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

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

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

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

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

**39-1.28 ROADSIDE PAVING**  
Reserved

**39-1.29 SOIL TREATMENT**  
Reserved

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

**39-1.30A General**

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

**39-1.30B Materials**

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

**39-1.30C Construction**

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

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

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

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

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

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

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

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

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

**39-1.30D Payment**

Not Used

**39-2 STANDARD CONSTRUCTION PROCESS**

Not Used

**39-3 METHOD CONSTRUCTION PROCESS**

**39-3.01 GENERAL**

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

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

**HMA Acceptance—Method Construction Process**

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

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

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

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

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

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

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

<sup>f</sup> Report only.

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

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

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

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

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

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

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

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

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

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

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

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

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

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

**Minimum Atmospheric and Surface Temperatures**

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

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

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

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

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

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

For RHMA-G:

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

For HMA-O with unmodified asphalt binder:

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

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

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

For RHMA-O and RHMA-O-HB:

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

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

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

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

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

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

Compact OGFC with 2 coverages using steel-tired rollers.

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

Not Used

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

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

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

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

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

Not Used

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

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

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

Not Used

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Used

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

Reserved

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

Not Used

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

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

Section 39-3.05 includes specifications for cold planing and pulverizing of asphalt concrete pavement. Cold planing asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing.

Existing pavement and/or base material will be removed to allow for placement of 3" of HMA per the approved plans. Removal methods can be either cold planing or full-depth recycling. Add or remove aggregate base material as need to provide for 8" thick base section. Compact subgrade as specified in Section 19.

If elected, complete the full depth recycling as specified in Section 30-2.

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

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

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

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

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

Do not use a heating device to soften the pavement.

The cold planing machine must be:

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

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

Replace broken, missing, or worn machine teeth.

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

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

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

Install and maintain grade and transverse slope references.

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

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

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

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

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

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

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

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

Completely remove temporary tapers before placing permanent surfacing.

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

Not Used

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

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

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

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

Not Used

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

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

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

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



















AA

## 96 GEOSYNTHETICS

### Add to section 96-1.02A:

The table below specifies the materials for this work.

	APPLICATION	MATERIAL
<b>TURF REINFORCEMENT MAT</b>	Rock slope protection.	Landlok 450 as manufactured by Propex or P300 as manufactured by North American Green, or approved equal.
<b>FILTER FABRIC (woven)</b>	Silt fence material.	Per section 96-1.02E
<b>GEOTEXTILE FABRIC (woven)</b>	Between the Class 3 permeable material and soil.	Geotex 200ST as manufactured by Propex, Mirafi 500x as manufactured by Mirafi, or approved equal.

### Add to section 96-1.02B:

Filter fabric for Filter Fence must be Class A.

### Replace "Not Used" in section 96-1.04 with:

The Department pays for turf reinforcement mat, geotextile fabric (woven) and filter fabric (non-woven) under the various items of work requiring these materials. Payment for filter fabric (woven) is under Temporary Reinforced Silt Fence.

**APPENDIX A**

**to the Contract Documents for  
Apache Avenue Pedestrian Safety and Connectivity Project  
Contract No. 7922, CIP No. 3610 7021**

**SOUTH TAHOE PUBLIC UTILITY DISTRICT  
WATERLINE REPLACEMENT CONTRACT  
SPECIFICATIONS**

## SECTION 00 41 00

### DESCRIPTION OF BID ITEMS

The Bid Schedule includes the work to construct the new waterline on Apache Ave., between San Bernardino Ave. and US Highway 50, and all associated fittings, fixtures, and services, including the one-year warranty period on parts, labor, and materials.

General Note: Distances and measurements, except elevations and structural dimensions, shall be made on horizontal planes.

Bid Schedule items 43 through 64 are presented to indicate major categories of work for the purpose of comparative bid analysis and payment breakdown for monthly progress payments. Bid Items are not intended to be exclusive descriptions of the work categories. The CONTRACTOR shall determine and include in his pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified in the Contract Documents whether specifically described in the following or not.

Bid Item 43 - Mobilization and Demobilization: includes, but is not limited to: obtaining of bonds, insurance and financing, movement of equipment, materials and personnel to and from the job site, supervision, certificates, permits, submittals and RFIs, and work incidental to the contract but not specifically identified under the remaining items, and costs incurred prior to beginning work and after completion of work on the various contract items. The cost for this item shall not exceed 10 percent (10%) of the total bid schedule without documented justification, nor shall the CONTRACTOR submit for payment of all of the funds under this item until demobilization has been completed.

The CONTRACTOR's payment for this item shall be by the lump sum.

Bid Item 44 – Waterline Erosion Control: includes, but is not limited to, the installation, protection, maintenance, and removal of BMPs, required for only the waterline installation with measures acceptable to the District and governing agencies including but not limited to coir logs, filter fence (straw bales are no longer acceptable), inlet protection, vegetation protection fencing, dust control and sweeping, spoils and stockpile maintenance, temporary asphalt where not included in other bid items, and other BMPs necessary to meet the requirements of the County and TRPA Standard Conditions (Attachment Q), as applicable, and as otherwise specified and/or included in the Specifications and Plans.

The CONTRACTOR'S payment for this item shall be by the lump sum.

Bid Item 45 - Groundwater Dewatering: Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to dewater the excavations for the pipes in order to achieve the required compaction in the trenches for the installation of the entire length of watermain and services. Includes, but is not limited to: all labor, materials, tools, equipment and incidentals, complete and in place, including system design, permitting, installation of groundwater dewatering system (wells, pumps, piping settling tanks, treatment facilities, etc.), transport, disposal, decommissioning, and abandonment, as required to handle groundwater as identified in the Plans, Specifications, and accompanying documents. Groundwater should be expected for the entire installation of watermain and services.

Contractor's attention is directed to Section 8-1.04, "Start of Job Site Activities," and Section 13, "Water Pollution Control."

The CONTRACTOR'S payment for this item shall be by the lump sum.

Bid Item 46 – Waterline Traffic Control: includes, but is not limited to: preparing an adequate traffic control plan, submitting of traffic control plan, updating traffic control plan as conditions change, and obtaining necessary approval of the plan from the County and maintaining proper traffic control measures during construction necessary for only the installation of the waterline.

The CONTRACTOR'S payment for this item shall be by the lump sum.

Bid Item 47 - Potholing: includes, but is not limited to: all labor, materials, tools, equipment, and incidentals to pothole all installation locations where there are utility conflicts with the proposed pipeline alignment to confirm location and depth. These conflicts include, but are not limited to, all crossings where the plans direct the main pipeline to go under or within 24 inches over an existing utility. All tie-in and abandonment locations shall be potholed to confirm depth, location, connection type and/or diameter, and pipe material prior to ordering materials for connection to existing facilities. Where new water main is shown on the plans, contractor shall pothole to confirm alignment of proposed water main is clear at a minimum spacing of every 250 feet and at any horizontal changes in direction shown on the plans or as marked in the field. Potholing to be completed using vacuum excavation and hand digging only. All tie-in and abandonment locations shall be potholed to confirm depth, location and pipe material prior to ordering materials. Also includes backfill of potholes and temporary paving in asphalt areas. Results of potholing will be provided to the District, in the form of a redlined plan set, 48 hours prior to the layout of the new pipeline to confirm horizontal/vertical alignment. Sawcutting for mainline and interties will only be allowed after confirmation of the pipeline alignment, after potholing.

The CONTRACTOR'S payment for this item shall be by the lump sum.

Bid Item 48 – 8-inch C900 Water Main: includes, but is not limited to all labor, materials, tools, equipment and incidentals to install C900 DR18 or DR14 pipe (where called out on the plans) along with main line fittings for changing horizontal direction and grade, saw cutting, pavement removal and disposal, excavation, pipe, restrained joints, thrust blocks, fittings (including in-line valves), PVC riser pipe, valve box, anchor blocks, tracer wire, tracer wire boxes, warning tape, temporary paving, bedding, backfill, compaction, jetting and transporting materials, revegetation of disturbed barren areas and restoration of existing improvements (as required). Pressure testing, disinfection and flushing shall also be included.

The CONTRACTOR'S payment for this item shall be by the linear foot.

Bid Item 49 – ¾-inch Water Services: includes, but is not limited to: full compensation for furnishing all labor, materials, tools, equipment and incidentals, for a new water service installation, complete in place including connection with the new water main and connection to the new or existing meter pit, as shown on the Plans and per the Details. Bid item shall include but is not limited to pavement saw cutting and removal, temporary paving, excavation, shoring, piping, tapping saddle, corp. stop, valve box, curb stop, PVC riser, drain rock, bedding, backfill and transporting materials, tracer wire, compaction, testing, disinfection, protecting or restoring improvements and/or landscaping to pre-project conditions, revegetation of disturbed barren areas as required, repair and reconnection of existing services and utilities encountered during the installation as required for the installation. District expects some miscellaneous work on improvements included and paid under this bid item to be the removal and replacement of driveway paver stones and driveway concrete, and restoration of other existing improvements, to existing, or better, conditions and thicknesses. Driveway asphalt will be paid under 3" Miscellaneous Paving (Bid Item #63). Trenchless installation methods for

services will be considered however shall include and require potholing where service crosses other utilities,

The CONTRACTOR'S payment for these items shall be by the each.

Bid Item 50 – 1-inch Water Services: includes, but is not limited to: full compensation for furnishing all labor, materials, tools, equipment and incidentals, for a new water service installation, complete in place including connection with the new water main and connection to the new or existing meter pit, as shown on the Plans and per the Details. Bid item shall include but is not limited to pavement saw cutting and removal, temporary paving, excavation, shoring, piping, tapping saddle, corp. stop, valve box, curb stop, PVC riser, drain rock, bedding, backfill and transporting materials, tracer wire, compaction, testing, disinfection, protecting or restoring improvements and/or landscaping to pre-project conditions, revegetation of disturbed barren areas as required, repair and reconnection of existing services and utilities encountered during the installation as required for the installation. District expects some miscellaneous work on improvements included and paid under this bid item to be the removal and replacement of driveway paver stones and driveway concrete, and restoration of other existing improvements, to existing, or better, conditions and thicknesses. Driveway asphalt will be paid under 3" Miscellaneous Paving (Bid Item #63). Trenchless installation methods for services will be considered however shall include and require potholing where service crosses other utilities,

The CONTRACTOR'S payment for these items shall be by the each.

Bid Item 51 – Fire Hydrant Installation: includes, but is not limited to: full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all the work involved for installation of a new Fire Hydrant Assembly, complete in place, including pavement saw cutting and removal, temporary paving, excavation, bedding, backfill, and transporting materials, aggregate base, hydrant assembly, restrained joint pipe, fittings, valve, PVC riser pipe, valve box and cover, mechanical joint restraint glands, connection to mainline (tee or tapping saddle as shown on plans), thrust blocks, support block, drain rock, filter fabric, tracer wire, painting, hydrant marker signposts, compaction, disinfection, testing, as shown on the Details. Protection or replacement of existing improvements and/or landscaping to pre-project conditions, revegetation of disturbed barren areas as required, repair and reconnection of existing services and utilities encountered.

The CONTRACTOR'S payment for this item shall be by the each.

Bid Item 52 through 60 – Waterline Interties: includes the full compensation for furnishing all labor, materials, tools, equipment and incidentals, valve assembly, complete in place, including, fittings, restraints, PVC riser pipe, valve box, thrust blocks, support blocks, other necessary appurtenances per Plans and Details, and the Contract Documents, pavement saw cutting and removal, removal of interfering pipe and fittings, excavation, drain rock, filter fabric, bedding, backfill, shoring and transporting materials, tracer wire, compaction, testing, and disinfection. Intertie items shall include all pipe (includes all 4-inch and 6-inch short pieces of pipe), fittings and valves from the temporary cap used for the pressure test required to connect to the existing pipeline. All trench dewatering of the existing system shall be included in the intertie item.

- Bid Item 52 – Tie-In at Apache/E. San Bernadino (W3, Detail 1, Sta 30+00)
- Bid Item 53 – Tie-in at Apache/E. San Bernadino (W3, Detail 2, Sta 31+39)
- Bid Item 54 – Tie-in at Apache/E. San Bernardino (W3, Detail 3, Sta 101+12)
- Bid Item 55 – Tie-in at Apache/Sioux (W3, Detail 4)
- Bid Item 56 – Tie-in at Apache/Tomahawk (W4, Detail 1)
- Bid Item 57 – Tie-in at Apache/Pueblo (W4, Detail 2)
- Bid item 58 – Tie-in at Apache/Arrowhead (W5, Detail 1)

Bid Item 59 – Tie-in at Apache/Arrowhead (W5, Detail 2)

Bid Item 60 – Tie-in at Apache/US HWY 50 (W6, Detail 1. Sta 122+34)

The CONTRACTOR'S payment for this item shall be by the lump sum.

Bid Item 61 – Demolish Existing Fire Hydrant: includes, but is not limited to, full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in demolition and disposal or returning of the existing fire hydrant to the District as indicated on the plans. The work shall include removal of the fire hydrant head and bury and capping of the hydrant lateral below grade at the hydrant bury. Work also includes removal and disposal of the hydrant valve at the connection to the watermain and capping or blind flanging of the watermain and thrust blocks or joint restraints. Work includes all saw cutting, excavation, trench dewatering of the existing system, backfill and compaction, and surface restoration to surrounding conditions (if not in pavement) as shown on the Plans and Details, and as directed by the Engineer.

The CONTRACTOR'S payment for this item shall be by the each.

Bid Item 62 – Abandon in place water mains and valves: includes, but is not limited to: full compensation for furnishing all labor, materials, tools, equipment and incidentals, for doing all the work involved in the abandonment of existing water mains and valves, complete in place, including pavement saw cutting and excavation, trench dewatering of system water, removal and disposal of valve box and cover, removal of thrust blocks and support blocks (as required), removal and disposal of pipe, blind flange/cap the isolation valve or existing pipe, in accordance with the General Notes and the Contract Documents, backfill, compaction and thrust blocks. Any abandonments that are a part of intertie work will be paid under the intertie lump sum bid item. Abandonment of valve clusters shall be counted as one unit.

The CONTRACTOR'S payment for this item shall be by the each.

Bid Item 63 - 3-inch Miscellaneous Patch Paving: includes, but is not limited to: full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved to install three inches (3") of paving restoration for asphalt driveway aprons, asphalt walkways, asphalt paved irrigation swales, and all pavement outside the travel lanes associated with water service and water meter installations and other areas disturbed by construction work not directly shown on the Plans, including removal and disposal of excess materials. Bid item to include all work for compaction and setting of line and grade of the existing subgrade materials to preconstruction condition.

The CONTRACTOR'S payment for this item shall be by the square foot. The CONTRACTOR's unit price shall be valid for an actual quantity plus or minus 50% of the estimated quantity indicated on the Bid Form.

Bid Item 64 - Additional 1-foot depth of excavation, backfill, vertical pipe and fittings: Includes all work for additional depth for the watermain installation from normal cover (48") for excavation, backfill and shoring that may be required during the project due to conflicting utilities. Item shall include all vertical fittings, pipe segments for return, restraints, thrust blocks and tracer wire required for return or departure to normal depth. The pipe length along the bottom of the offset shall be paid by the linear foot under the typical water main bid item plus the additional depth per linear foot included in this bid item.

Payment will be made to nearest 1-foot of additional depth. For example if the extra depth is down to 1.5-feet, the additional payment will be for 1 additional foot of depth. If the extra depth is 1.6 to 2.5 feet, the additional payment will be for 2 additional feet of depth.

The CONTRACTOR'S payment for this item shall be by the linear foot multiplied by the nominal additional depth. Payment will be based on an estimate of the percentage of work completed in place. The CONTRACTOR's unit price shall be valid for an actual quantity plus or minus 100% of the estimated quantity indicated on the Bid Form.

END OF SECTION

**BID SCHEDULE B: 2024 APACHE AVE WATERLINE PROJECT**  
 (Refer to Bid Descriptions for a more detailed description of bid items)

Bid Item	Description	Unit	Quantity	Unit Price	Amount
43	Mobilization and Demobilization (Not to exceed 10% of Bid Schedule B, excluding this item)	LS	1		
44	Waterline Erosion Control	LS	1		
45	Groundwater Dewatering	LS	1		
46	Waterline Traffic Control	LS	1		
47	Potholing	LS	1		
48	8-Inch C900 Water Main	LF	2500		
49	3/4" Single Service	EA	32		
50	1" Single Service	EA	3		
51	Fire Hydrant Installation	EA	4		
52	Tie-In #1 - Apache/E. San Bernadino (W3, Detail 1, Sta 30+00)	LS	1		
53	Tie-in #2 - Apache/E. San Bernadino (W3, Detail 2, Sta 31+39)	LS	1		
54	Tie-in #3 - Apache/E. San Bernardino (W3, Detail 3, Sta 101+12)	LS	1		
55	Tie-in #4 - Apache/Sioux (W3, Detail 4)	LS	1		
56	Tie-in #5 - Apache/Tomahawk (W4, Detail 1)	LS	1		
57	Tie-in #6 - Apache/Rueblo (W4, Detail 2)	LS	1		
58	Tie-in #7 - Apache/Arrowhead (W5, Detail 1)	LS	1		
59	Tie-in #8 - Apache/Arrowhead (W5, Detail 2)	LS	1		
60	Tie-in #9 - Apache/US HWY 50 (W6, Detail 1, Sta 122+34)	LS	1		
61	Demolish Existing Fire Hydrant	EA	4		
62	Cut, Cap and Abandon in place water mains and Valves	EA	9		
63	3-inch Miscellaneous Paving	SF	750		
64	Additional 1-foot depth of excavation, backfill and vertical pipe and fittings	LF	60		

END OF BID SCHEDULE

## SECTION 31 20 00

### EARTHWORK

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This Section specifies requirements for earthwork, which consists of excavation, filling, grading, and disposal of excess material.
- B. Related Sections:
  - 1. 31 23 19 Dewatering
  - 2. 33 11 13 Water Distribution Piping
  - 3. 33 12 16 Water Distribution Valves
  - 4. 33 12 13 Water Service Connections

##### 1.02 REFERENCES

- A. American Society of Testing and Materials (ASTM)
  - 1. C33 Standard Specification for Concrete Aggregates
  - 2. C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
  - 3. D422 Method for Particle-Size Analysis of Soils.
  - 4. D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop.
  - 5. D2419 Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
  - 6. D2487 Classification of Soils for Engineering Purposes.
  - 7. D2922 Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 8. D3017 Test Method for Moisture Content of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth)
  - 9. D4253 Test Methods for Maximum Index Density of Soils Using a Vibratory Table.
  - 10. D4254 Test Methods for Minimum Index Density of Soils and Calculation of Relative Density.
  - 11. D4318 Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
  - 12. D6938 Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

##### 1.03 DEFINITIONS

- A. Pipe Zone Backfill: The pipe zone is defined as that portion of the vertical trench cross-section lying between a plane 6" below the bottom surface of the pipe, i.e., the trench subgrade, and a plane 12" above the top surface of the pipe.
- B. Pipe Bedding: The bedding for flexible pipe is defined as that portion of pipe. Zone backfill material between the trench subgrade and the bottom of the pipe.

- C. Trench Zone Backfill: The trench zone is defined as that portion of the vertical trench cross-section lying between a plane 12” above the top surface of the pipe and a plane at a point 12” below the finished surface grade, or if the trench is under pavement, 9” below the roadway subgrade.
- D. Final Backfill: Final backfill is all backfill in the trench cross-sectional area within 12” of finished grade, or if the trench is under pavement, all backfill within 9” of the pavement.

**1.04 SUBMITTALS**

- A. The Contractor's attention is directed to the provisions for "Shoring and Bracing Drawings" in Section 6705 of the California Labor Code. The Contractor shall submit a detailed plan and obtain the Owner’s written acceptance prior to beginning any excavation 5 feet deep or deeper. This plan shall include the design of all shoring, bracing, sloping of the sides of excavation, or other provisions for worker protection against the hazard of caving ground during the excavation. If such plan varies from the shoring system standards established in the Construction Safety Orders of the State of California, such alternative systems plans shall be prepared by a civil or structural engineer licensed in the State of California.
- B. The Contractor shall submit samples of materials in accordance with the Contract Documents.

**1.05 QUALITY ASSURANCE**

- A. General: Compaction testing in the pipe zone shall be performed by District personnel. Compaction above the pipe zone shall be provided by the County on an as-needed basis. Backfill above the pipe zone shall be in 8-inch lifts per County requirements. Compaction curves for any backfill material used shall be provided as a submittal prior to backfilling.
- B. Where soil material is required to be compacted to a percentage of maximum density, the maximum density at optimum moisture content will be determined in accordance with ASTM D 1557. Where cohesionless, free draining soil material is required to be compacted to a percentage of relative density, the calculation of relative density will be determined in accordance with ASTM D 4253 and D 4254. Field density in-place tests will be performed in accordance with ASTM D 2922, or by such other means acceptable to the Engineer. No correlating sand cone tests (ASTM D 1556) are planned.
- C. In case the tests of the fill or backfill show non-compliance with the required density, the Contractor shall accomplish such remedy as may be required to insure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the Owner and shall be at the Contractor's expense.
- D. Tests will be made by the Engineer in accordance with the following methods:

Test	Standard Procedure
Moisture content	ASTM D3017

Gradation	ASTM D422
Density in-place	ASTM D6938
Moisture-density relationships	ASTM D1557
Plasticity Index	ASTM D4318

- E. Unified Soil Classification System: The Contractor shall be bound by all applicable provisions of ASTM D 2487 in the interpretation of soil classifications.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. Backfill materials shall be suitable selected or processed clean, fine earth, rock, or sand, free from grass, roots, brush, or other vegetation.
- B. Fill and backfill materials to be placed within 6 inches of any structure or pipe shall be free of rocks or unbroken masses of earth materials having a maximum dimension larger than 3 inches.

### 2.02 FILL MATERIALS

- A. Soils not classified as unsuitable as defined in Paragraph entitled "Unsuitable Material" herein, are defined as suitable materials and may be used in fills, backfilling, and embankment construction subject to the specified limitations. In addition, when acceptable to the Engineer, some of the material listed as unsuitable may be used when thoroughly mixed with suitable material to form a stable composite.
- B. Suitable materials may be obtained from on-site excavations, may be processed, on-site materials, or may be imported. If imported materials are required to meet the requirements of this Section or to meet the quantity requirements of the project, the Contractor shall provide the imported materials at no additional expense to the Owner, unless a unit price item is included for imported materials in the bidding schedule.
- C. Aggregate Base/Recycled Aggregate Base:
1. Material shall conform to CALTRANS Class 2 aggregate base with 3/4-inch maximum size conforming to the following gradation:

U.S. standard sieve size	Percent by weight passing
1 inch	100
3/4 inch	90-100
No. 4	35-60
No. 30	10-30

U.S. standard sieve size	Percent by weight passing
No. 200	2-9

Liquid limit:  $\leq 35$

Plasticity index:  $\leq 5$

2. Pipe Zone Material shall meet the requirements of Section 2.02.C.1. However, no recycled material can be used within the pipe zone of the pipe being installed.

D. Engineered Fill (Structural and Non-Structural Applications):

1. Material shall be native soils or import, as required, and should consist of relatively non-plastic material containing no organic material or debris. The soils shall conform to the following gradation:

U.S. standard sieve size	Percent Passing by weight
4 inch	100
3/4 - inch	70 - 100
No. 40	15 - 50
No. 200	5 - 25

Liquid limit:  $\leq 35$

Plasticity index:  $\leq 10$

E. Open Graded Gravel / Drain Rock:

1. Material shall be imported, clean, crushed, uniformly graded gravel containing no organic material or debris. The soils shall conform to the following gradation:

U.S. standard sieve size	Percent by weight passing
2 inch	100
1-1/2 inch	90-100
No. 4	0-10
No. 200	0-3

F. Sand

1. Material shall conform to requirements of ASTM C33 for "Fine Aggregate" except that all material shall pass #4 sieve, and no more than 5% shall pass a #100 sieve.

G. Slurry (Dry)

1. Dry slurry may also be referred to as 2-Sack Sand Slurry
2. Submittals and testing as per Section 03 30 00.
3. Performance requirements:
  - a. Total calculated air content: 6-12%

- b. Diggable after fully cured.
- c. Slump: Zero to 9 inches.
- 4. Materials:
  - a. Portland cement: Type IP Low Alkali or Type II Low Alkali at a rate of 188 lb per batch.
  - b. Fly ash: Class F fly ash in accordance with ASTM C 618.
  - c. Water: as per Section 03 30 00.
  - d. Admixture: Air entrainment admixture as per Section 03 30 00.
  - e. Fine aggregate: As per Section 03 30 00, and non-plastic with no more than 12 % passing No. 200 sieve.
  - f. Coarse aggregate: none.
- H. Slurry (Wet)
  - 1. Wet slurry may also be referred to as Flowable Slurry or Controlled Low Strength Material.
  - 2. Submittals and testing as per Section 03 30 00.
  - 3. Performance requirements:
    - a. Total calculated air content: 8-12%.
    - b. Unconfined compressive strength at 28 days: 50 psi-150 psi; diggable after fully cured.
    - c. Wet density: <133 pcf.
    - d. Slump: at least 9 inches; free flowing during placement.
  - 4. Materials
    - a. Portland cement: Type II low alkali as per Section 03 30 00.
    - b. Fly ash: Class F fly ash in accordance with ASTM C 618.
    - c. Water: as per Section 03 30 00.
    - d. Admixture: Air entrainment admixture as per Section 03 30 00.
    - e. Fine aggregate: As per Section 03 30 00, and non-plastic with no more than 12 % passing No. 200 sieve.
    - f. Coarse aggregate: pea gravel no larger than 3/8-inch.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Clearing and Stripping: The Contractor shall remove all paving, subpaving, curbing, gutters, brick, paving block, granite curbing or flagging or shall grub and clear the entire surface over the areas to be excavated and shall remove and dispose of said material as required by the Specifications. In all cases, the Contractor shall machine cut in an approved width and manner all bituminous, asphaltic, and portland cement concrete pavements before stripping or excavating is begun.
- B. Dewatering: In accordance with Section 31 23 19 Dewatering.
- C. Maintaining Rights-of-Way:
  - 1. Work shall be conducted as to cause a minimum of inconvenience to pedestrian and vehicular traffic and to private and public properties along the line of work. When specifically directed by the District, the Contractor shall complete the work in private and public rights-of-way up to a designated point

before continuing with further work in order to give required access to local facilities and property. It shall be the duty of the Contractor during the progress of the work to maintain crossings, walks, sidewalks and other roadways open to traffic in a satisfactory condition and to keep all fire hydrants, water valves, fire alarm boxes and mailboxes accessible for use. Whenever it is necessary to maintain pedestrian traffic over open trenches, safe timber bridges at least three (3) feet in width and equipped with side railings shall be provided. Where the trench is so close to the curb line that the excavated material would encroach upon the sidewalk or private property, the District may order the Contractor at the Contractor's expense to erect a plank fence together with other necessary lumber so placed to keep the sidewalk and property clear.

2. In important thoroughfares, highways or in narrow streets, the material excavated from the trench shall, if the District so directs, be removed from the site of the work at the Contractor's expense as soon as excavated in order to provide suitable space for traffic. When it is necessary to haul excavated material over the streets near the job location, the Contractor shall provide suitable type vehicles and shall promptly and thoroughly clean up all material dropped on streets and highways outside of the immediate trenching area.
3. Guard rails and other highway and street structures disturbed or altered in any way by the construction activities shall be promptly restored to a condition equal to or better than original and shall be replaced in proper alignment. Facilities discolored in anyway by the construction activities shall be refinished by the Contractor by washing and repainting as necessary.

### **3.02 SITE PREPARATION FOR STRUCTURAL FILLS**

- A. All topsoil, soils with significant organics, and organic materials including vegetation shall be removed from the area receiving structural fill.
- B. All foundation soil which will receive structural fill shall be densified to 8 inches minimum depth, to at least 90 percent relative compaction in accordance with ASTM D1557. Immediately before this densification, soils shall have optimum moisture content, within plus or minus 2 percent, unless otherwise approved by the Engineer.
- C. Scarification and moisture conditioning of foundation soils may be required.
- D. If native foundation soils are too coarse to allow density testing (i.e., greater than 30% by weight is retained on a  $\frac{3}{4}$ " sieve), then foundation soil shall be proof-rolled:
  1. For mass grading, at least 5 passes with a minimum 10-ton roller.
  2. For trenches, at least 5 passes with a hand compactor.
- E. Where boulders are encountered protruding from an excavation, they shall be removed, and the depression shall be backfilled and compacted with structural fill to meet the moisture-density requirements listed above. The terms of Part 3.04.I shall also apply to boulder removal activities for excavations.
- F. Where the undisturbed condition of natural soils is inadequate for support of the planned construction, the Engineer will direct the Contractor to overexcavate to adequate supporting soils. The excavated space shall be filled to the specified

elevation with Engineered (Structural) fill in accordance with Table A - Fill Placement. The overexcavated space under footings may be filled with concrete. The quantity and placement of such material will be compensated as extra work.

### 3.03 FILL PLACEMENT

- A. Backfill shall not be dropped directly upon any structure or pipe so as to cause damage. Backfill shall not be placed around or upon any structure until the concrete has attained sufficient strength to withstand the loads imposed. Backfill around water retaining structures shall not be placed until the structures have been tested.
- B. Except for drain rock materials being placed in over-excavated areas or trenches, backfill shall be placed after all water is removed from the excavation.
- C. Fill material shall be placed in even horizontal layers and thoroughly mixed as necessary to promote uniformity of material in each layer. Pipe zone backfill materials shall be manually spread around the pipe so that when compacted the pipe zone backfill will provide uniform bearing and side support.
- D. Where the backfill material moisture content is below the optimum moisture content water shall be added before or during spreading until the proper moisture content is achieved.
- E. Where the backfill material moisture content is too high to permit the specified degree of compaction the material shall be dried until the moisture content is satisfactory.
- F. Material type, maximum layer depth, relative compaction, and general application are specified in Table A.
- G. Fill material shall be compacted with power-operated tampers, rollers, idlers, or vibratory equipment, as appropriate for the soil type and application.
  - 1. Open-graded gravel/drain rock materials shall be compacted by means of at least two passes from a flat plate vibratory compactor.
  - 2. Additionally, when native soil is free draining and above groundwater, pipe zone backfill materials that are granular will be compacted by mechanical means and by jetting, unless directed otherwise by the Engineer.
    - a. Jetting:
      - 1) The purpose of jetting is to consolidate backfill beneath the haunches of the pipe.
      - 2) Jetting will only be performed in the portion of the trench zone from the bottom of the pipe to the top of the pipe.
      - 3) Water is injected into backfill through a jet pipe. The next injection site will be such that each backfill layer is saturated and consolidated to its full depth before the next layer is placed. The amount of jetted water, duration of jetting at each site, and frequency of jetting will be adjusted based on field conditions and equipment used.
      - 4) Jet pipes shall be kept at least 6 inches away from the pipe where the backfill is being consolidated and 2 feet away from other pipes or utilities. Care must be taken to ensure that the install pipe is not floated or moved during this operation.

- 5) If jetting is used, the pipe shall be filled with water to prevent flotation, if required by the Engineer.
- 6) Each layer shall not exceed 6" in thickness after compaction
- 3. Equipment that is consistently capable of achieving the required degree of compaction shall be used and each layer shall be compacted over its entire area while the material is at the required moisture content.
- 4. Equipment weighing more than 10,000 pounds shall not be used closer to walls than a horizontal distance equal to depth of the fill at that time.
- 5. Hand operated power compaction equipment shall be used where use of heavier equipment is impractical or restricted due to weight limitations.

H. Unless otherwise specified, fill placement classes shall be used where specified in Table A under general application, in accordance with ASTM D1557.

Table A, Fill Placement

Fill Type	Maximum uncompressed layer thickness, inches	Minimum relative compaction, percent	Moisture content, percent	General application
Aggregate Base	8	95	± 2 of optimum	Pipe Zone Backfill (No Recycled Material), Tank Floor Base; Final Backfill under pavement
Engineered Fill (Structural)	8	95	± 2 of optimum	Structural Fill for Foundations, Trench Zone Backfill Beneath Pavement And Under Structures
Engineered Fill (Non-Structural)	8	90	± 2 of optimum	Trench Zone Backfill in Unpaved Areas. Site Fill and Nonstructural Fill Outside Perimeter of Structure or Other Nonstructural Areas
Open-Graded Gravel / Drain Rock	8	NA	NA	Infiltration Trenches, Surface Stabilization
Recycled Aggregate Base	8	95	± 2 of optimum	Trench Zone Backfill in Paved Areas (DO NOT USE IN PIPE ZONE); Final Backfill under pavement
Slurry (Dry)	36 (or less if required to protect adjacent structures)	NA	NA	Trench Zone Backfill, Structural Fill, Nonstructural Fill, and Final Backfill under pavement, where site conditions do not allow for compaction.
Slurry (Wet)	36 (or less if required to protect adjacent	NA	NA	As per Plans

Fill Type	Maximum uncompressed layer thickness, inches	Minimum relative compaction, percent	Moisture content, percent	General application
	structures)			

**3.04 SITE FILL AND NONSTRUCTURAL FILL**

- A. Unless otherwise specified, site fill and nonstructural fill shall be Engineered (Non-Structural) fill. If the existing slope in an area to be filled is greater than 5:1, the Contractor shall bench and key the slope prior to filling, as shown in the Drawings.

**3.05 PIPELINE AND UTILITY TRENCHES**

- A. General:
  - 1. The Contractor shall do all excavating of whatever substance encountered to a depth as indicated on the approved plans or as specified herein. Excavated materials not required or unsuitable for backfill shall be removed from the site and disposed of by the Contractor at a site approved by TRPA. Pipe trenches shall be sufficiently straight between the designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.
  - 2. Unless otherwise shown or ordered, excavation for pipelines and utilities shall be open-cut trenches. Trench widths shall be kept as narrow as is practical for the method of pipe zone densification selected by the Contractor, but shall have a minimum width at the bottom of the trench of 24 inches for pipe 10 inches or less in diameter. For pipe greater than 10 inches but less than 18 inches, minimum trench width shall be 30 inches. The maximum width below the top of the pipe, when laid to the required grade, shall in no event exceed the outside diameter of the pipe plus twenty four inches (24"). Where sheeting and shoring are used, the maximum allowable width shall be measured between the closest interior faces of the sheeting or shoring as placed. Overall width of the excavation equipment used shall in no case exceed the maximum allowable trench width. Whenever, for any reason, the maximum allowable trench width is exceeded at the top of the pipe, the Contractor shall employ one or more of the following procedures as approved by the District:
    - a. The pipe shall be bedded in a monolithic cradle of plain or reinforced concrete having a minimum thickness of one fourth (1/4) the inside pipe diameter or a minimum of four inches (4") under the barrel and extending up the sides for a height equal to one half (1/2) the outside diameter. The cradle shall have a width at least equal to the outside diameter of the pipe barrel plus eight inches (8"). Backfill above the crown of the pipe shall be compacted carefully.
    - b. Provide a higher strength pipe required to withstand the increased loading on the pipe caused by the excessive trench width.
    - c. Install temporary sheeting and shoring while the pipe is being installed with the backfill placed and compacted to a height at least one (1) foot above the top of the pipe.

- B. Trench Bottom: Except when pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim, using a string line for establishing grade, such that each pipe section when first laid will be continually in contact with the ground along the extreme bottom of the pipe. For bell and spigot pipe, the Contractor shall round out a cradle for the bell so that the bottom of the pipe is in continual contact with the bedding. Rounding out the trench to form a cradle for the pipe will not be required, except as in 3.02.A.2.a described above.
- C. Open Trench: The maximum amount of open trench permitted in any one location shall be 500 feet, or the length necessary to accommodate the amount of pipe installed in a single day, whichever is greater. All trenches shall be fully backfilled at the end of each day or, in lieu thereof, shall be covered by heavy steel plates adequately braced and capable of supporting vehicular traffic in roadways or smooth, continuous plywood covers suitable for carrying foot or bicycle traffic safety in unpaved areas where it is impractical to backfill at the end of each day. The above requirements for backfilling or use of steel plate or plywood covers will not be waived at any time. In addition, barricades and warning lights meeting OSHA requirements shall be provided and maintained.
- D. Trench Over-Excavation: Where the Drawings indicate that trenches shall be over-excavated, they shall be excavated to the depth shown, and then backfilled to the grade of the bottom of the pipe.
- E. Over-Excavation: When ordered by the Engineer, whether indicated on the Drawings or not, trenches shall be over-excavated beyond the depth shown. Such over-excavation shall be to the depth ordered. The trench shall then be backfilled to the grade of the bottom of the pipe. All work specified in this Section shall be performed by the Contractor when the over-excavation ordered by the Engineer is less than 6" below the limits shown. When the over-excavation ordered by the Engineer is 6" or greater below the limits shown, additional payment will be made to the Contractor for that portion of the work which is located below said 6" distance. Said additional payment will be made under separate unit price bid items for over-excavation and bedding if such bid items have been established; otherwise payment will be made in accordance with a negotiated price.
- F. Completion of Excavation: The Contractor shall notify the District when excavations for pipelines or utilities are completed, and no concrete shall be deposited, nor pipes installed, until the excavations have been approved by the District.
- G. OVER-EXCAVATION NOT ORDERED, SPECIFIED, OR SHOWN
  - 1. Any over-excavation carried below the grade ordered, specified, or shown, shall be backfilled to the required grade with the specified material and compaction. Such Work shall be performed by the Contractor at his/her own expense.
- H. TRENCH BACKFILL AND COMPACTION
  - 1. Bedding shall be provided for all pipelines.
  - 2. After compacting the bedding, the Contractor shall perform a final trim using a stringline for establishing grade, such that each pipe section when first laid will

be continually in contact with the bedding along the extreme bottom of the pipe.

3. The pipe zone shall be backfilled with the specified backfill material. The Contractor shall exercise care to prevent damage to the pipe itself during the installation and backfill operations.
4. After the pipe zone backfill has been placed as specified above, and after all excess water has completely drained from the trench, backfilling of the trench zone may proceed.

I. EXCAVATION IN LAWN AREAS

1. Where excavation occurs in lawn areas, the sod shall be carefully removed and stockpiled to preserve it for replacement. Excavated material may not, under any circumstances, be placed on the lawn. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced in a manner so as to restore the lawn to its original condition. Contractor shall provide new sod if stockpiled sod has remained so for more than 72 hours within the scope of the Contract. Sod compressed or otherwise damaged by the Contractor's operations shall be replaced.

J. EXCAVATION AND COMPACTION IN VICINITY OF TREES

1. Except where trees are shown to be removed, trees shall be protected from injury during construction operations. No tree roots over 1-1/2" in diameter shall be cut without express permission of the Engineer. Trees shall be supported during excavation by any means previously reviewed by the Engineer.
2. Where delineated on the plans, or where required for preservation of the roots, the Contractor shall provide hand excavation. Hand excavation shall be to the depth required for pipe installation, up to a depth of 5'.
3. In areas which require hand excavation, the backfill must be compacted such that tree roots 1.5" and larger are preserved.

**3.06 ROCK EXCAVATION**

1. Rock excavation shall include removal and disposal of the following:
  - a. all boulders that cannot be moved using the largest piece of equipment onsite;
  - b. all rock material in ledges, bedding deposits, and unstratified masses which cannot be removed without systematic drilling and splitting or blasting;
  - c. concrete or masonry structures which have been abandoned; and,
  - d. conglomerate deposits which are so firmly cemented that they possess the characteristics of solid rock and which cannot be removed without systematic drilling and splitting or blasting.
2. No rock splitting or blasting shall commence without the approval of the Engineer.
3. Said rock excavation shall be performed by the Contractor. Should the quantity of rock excavation be affected by any change in the scope of the work, an appropriate adjustment of the contract price will be made under a separate bid item if such bid item has been established; otherwise, payment will be made in accordance with a negotiated price.
4. Explosives and Blasting:

- a. Blasting will not be permitted, except by express permission of the Engineer on a case-by-case basis. The use of explosives will be subject to the approval and regulations of all agencies having jurisdiction. If blasting is utilized at the site of the Work, the Contractor shall take all precautions and provide all protective measures necessary to prevent damage to property and structures or injury to person. Prior to blasting, the Contractor shall secure all permits required by law for blasting operations and shall provide any additional hazard insurance required by the Owner. The Contractor shall have a fully qualified, licensed and experienced blasting foreman in charge of all blasting operations.
- b. The Contractor will be held responsible for all explosives and blasting and shall repair any damage caused by blasting or resulting from its possession or use of explosives on the Work.
- c. All operations involving the handling, storage, and use of explosives shall be conducted in accordance with the requirements of the OSHA Standards for Construction, and in accordance with all local laws and regulations.

### **3.07 DISPOSAL OF EXCESS EXCAVATED MATERIAL**

1. The Contractor shall remove and dispose of all excess excavated material at a site selected by the Contractor and reviewed by the Engineer.
2. Unless otherwise specified, surplus excavated material shall be disposed of off site in accordance with applicable ordinances and environmental requirements.
3. If the quantity of surplus material is specified, the quantity specified is approximate. The Contractor shall satisfy himself that there is sufficient material available for the completion of the embankments before disposing of any material inside or outside the site. Shortage of material, caused by premature disposal of any material by the Contractor, shall be replaced by the Contractor.
4. Material shall not be stockpiled to a depth greater than 5 feet above finished grade within 25 feet of any excavation or structure except for those areas designated to be preconsolidated. For these areas, the depth of stockpiled material shall be as specified. The Contractor shall maintain stability of the soil adjacent to any excavation.

### **3.08 MEASUREMENT AND PAYMENT**

- A. Measurement and payment for the unit price bid items excavation and fill will be based on the volume indicated and cross sections shown on the grading plan for each site. Incidental excavation not ordered, specified or shown will not be considered for payment under these items. Earthwork quantities will be measured and paid by unit bid cost on the basis of material in place. Swell and shrinkage will not be considered for measurement of work or payment.
- B. If the Contractor believes there is a significant difference between the cross section shown on the grading plan or the quantities indicated and the excavation in the field, and would like to verify or adjust the quantities for the pay items excavation and/or fill, then he/she shall have the site cross sectioned at his/her expense and submit them to the Engineer for consideration. These sections shall be prepared by a California licensed surveyor. If the new sections are acceptable to the

Engineer, they shall become the basis for adjusting payment for the items excavation and fill.

END SECTION

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## SECTION 31 23 19

### DEWATERING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes: Removal and exclusion of water, including stormwater, groundwater, irrigation water, water from leaking pipes and wastewater, from all excavations.
- B. Related Sections:
  - 1. 31 20 00 Earthwork

##### 1.02 SUBMITTALS

- A. Prior to commencement of excavation, the Contractor shall submit a detailed plan and operation schedule of dewatering of excavations. The Contractor may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times. All elements of the Contractor's dewatering plan are subject to review and approval by the Engineer.
- B. The dewatering plan shall show the arrangement and location of wells or wellpoints, sump pumps, methods of installation, location of headers and discharge lines, flow control valves, meters, sampling ports and points of discharge disposal. Review by the Engineer shall not relieve the Contractor of responsibility for the adequacy of the dewatering system to achieve the specified result.
- C. After completion of the dewatering installation and prior to commencement of excavation, the Contractor shall submit for review a detailed plan of the dewatering system as constructed, together with site data and computations demonstrating that the system is capable of achieving the specified result.

##### 1.03 QUALITY ASSURANCE

- A. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.
- B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the Contractor.
- C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement which may develop. The responsibility for conducting the dewatering operation in a manner which will protect adjacent structures and facilities rests solely with the Contractor.

The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor.

## **PART 2 PRODUCTS**

### **2.01 EQUIPMENT**

- A. Dewatering equipment may include the use of well points, sump pumps, temporary pipelines for water disposal, storage tanks, desilting equipment, rock or gravel placement, and other apparatus. Standby pumping equipment shall be maintained on the job site once dewatering operations commence.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. The Contractor shall provide all equipment necessary for dewatering and shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.
- B. Dewatering for structures and pipelines shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.
- C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.
- D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- E. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock at no additional cost to the Owner.
- F. The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation, construction, compaction of backfilling, and until acceptance.
- G. Flotation shall be prevented by the Contractor by maintaining a positive and continuous removal of water. The Contractor shall be fully responsible and

liable for all damages which may result from failure to adequately keep excavations dewatered.

- H. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering. The pumping of fine sands or silts from the subsurface shall be prevented by sand packing or other means. The Contractor shall continually check and verify that subsurface soil is not being removed by the dewatering operation.
- I. Open pumping with sumps and ditches, if it results in boils, loss of fines, softening of the ground, or instability of slopes will not be permitted.
- J. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property. Sanitary sewers may not be used for disposal of water. No water shall be drained into work built or under construction without prior consent of the Engineer. All water removed from such excavations shall be placed in a water truck(s). Contractor shall provide water truck(s) of sufficient capacity so as not to delay the dewatering operations by frequent emptying of the water truck(s). Contractor shall provide all means or facilities to conduct water to the pumps and to the water truck(s) for disposal as specified herein.
- K. The discharge shall be arranged to facilitate collection of samples by the Engineer. The Owner is to be notified prior to any disposal of water in any drainage system or sewer. Water discharges shall comply with the requirements of the Tahoe Regional Planning Agency and the Lahontan Regional Water Quality Control Board.
- L. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, sewers, and other facilities.
- M. The dewatering effluent shall be discharged from the water truck(s) and applied to high land capability areas (Class 3, 4, 5, 6, 7 not SEZ = Class 1b- See Sheet L-1 of the Plans) for dust control, irrigation, or for use in the tire wash areas.
- N. Alternatively, Contractor may discharge the dewatering effluent onto non-sensitive lands by pumping the effluent through a piping system with permission from El Dorado County.
- O. The dewatering effluent shall be discharged in such a manner as to prevent erosion. Contractor shall install temporary erosion control measures where dewatering effluent is discharged as necessary to control sediment transport.

## SECTION 33 11 13

### WATER DISTRIBUTION PIPING

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes: PVC pipe, ductile iron pipe, steel pipe and HDPE pipe for water distribution, including fittings and joints.
- B. Related Sections:
  - 1. 31 20 00 Earthwork
  - 2. 31 23 19 Dewatering
  - 3. 33 12 13 Water Service Connections
  - 4. 33 12 16 Water Distribution Valves
  - 5. 33 13 00 Water Pipeline Testing and Disinfection

##### 1.02 REFERENCES

- A. American Water Works Association
  - 1. C110 Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In.
  - 2. C111 Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
  - 3. C104 Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
  - 4. C105 Polyethylene Encasement for Ductile-Iron Pipe Systems
  - 5. C115 Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
  - 6. C150 Thickness Design of Ductile Iron Pipe
  - 7. C151 Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
  - 8. C153 Ductile-Iron Compact Fittings for Water Service
  - 9. C200 Steel Water Pipe – 6 in. and Larger
  - 10. C206 Field Welding of Steel Water Pipe
  - 11. C207 Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In.
  - 12. C208 Dimensions for Fabricated Steel Water Pipe Fittings
  - 13. C600 Installation of Ductile-Iron Water Mains and their Appurtenances
  - 14. C606 Grooved and Shouldered Joints
  - 15. C900 PVC Pressure Pipe and Fabricated Fittings, 4 In. Through 12 In.
  - 16. C905 PVC Pressure Pipe and Fabricated Fittings, 14 In. Through 48 In.
  - 17. M11 Steel Pipe: A Guide for Design and Installation
  - 18. M23 PVC Pipe – Design and Installation
- B. American Society of Testing and Materials (ASTM)
  - 1. A36 Carbon Structural Steel
  - 2. A47 Ferritic Malleable Iron castings
  - 3. A139 Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)
  - 4. A183 Carbon Steel Track Bolts and Nuts
  - 5. A307 Carbon Steel Bolts and Studs
  - 6. A536 Ductile Iron Castings
  - 7. A572 High Strength Low Alloy Columbian-Vanadium Structural Steel

8. D638 Test Method for Tensile Properties of Plastics
  9. D790 Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
  10. D1248 Polyethylene Plastics Extrusion Materials For Wire and Cable
  11. D1505 Test Method for Density of Plastics by the Density-Gradient Technique
  12. D2240 Test Method for Rubber Property - Durometer Hardness
  13. D2241 PVC Pressure-Rated Pipe (SDR Series)
  14. D2837 Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products
  15. D3350 Polyethylene Plastics Pipe and Fittings Materials
  16. F894 Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe
  17. F714 Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter
- C. American Society of Mechanical Engineers (ASME)
1. B16.1 Cast Iron Pipe Flanges and Flanged Fittings
- D. Underwriters Laboratory (UL)
1. 1285 Pipe and Couplings, Polyvinyl Chloride (PVC), and Oriented Polyvinyl Chloride (PVCO) for Underground Fire Service.

### 1.03 SUBMITTALS

- A. Shop Drawings:
- a. Indicate thickness of pipe wall, lining and coating, type of joint and joint restraint, if any.
  - b. Details of straight pipe, fittings, and specials, showing thickness and dimensions of plates, detail of welds, and materials; listing of proposed service and tabulated layout schedules.
- B. Project Redlines: The Contractor shall provide project redlines for all piping installed, including but not limited to valves locations, meter boxes, and hydrants.
- C. Test Results:
1. All pipe: All materials testing shall be based upon applicable ASTM Test Methods referenced herein for the materials specified. A report of the test results shall be furnished. All costs of such inspection and tests shall be borne by the Contractor.
  2. HDPE:
    - a. The pipe shall be tested for dimensions, ring stiffness constant (RSC), flattening, and joint tightness, in accordance with the requirements of ASTM F894. A report of the test results shall be furnished.
    - b. The stress regression testing shall have been done in accordance with ASTM D2837, and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDR) of 1,600 psi, as determined in accordance with ASTM D2837.
  3. Fusible PVC:
    - a. Submit manufacturer's specific technical data with complete information on physical properties of pipe and pipe dimensions pertinent to this job
    - b. Complete calculations including lists of parameters, all formulas and all other data showing the design of the new pipe.

- c. Qualification of fusion technicians shall be documented by the pipe supplier, and shall be current as of the date of the welding for the project.
  - d. Contractor shall register and/or record the parameters required by the pipe supplier and these Specifications, and provide them to the District as the Work proceeds.
- D. Certification:
- 1. All pipe:
    - a. Manufacturer's certificates of compliance shall be furnished by the Contractor.
    - b. A certificate of "Compliance with Specification" or suitable alternative shall be furnished for all materials to be supplied.
  - 2. HDPE:
    - a. The Contractor shall provide certification from the pipe manufacturer that stress regression testing has been performed on the specific product. The said certification shall include a stress life curve per ASTM D2837. The certification shall state that the pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used, its source, and list its compliance to these specifications.
    - b. Provide certification that the pipe conforms to dimensions and tolerances specified in Part 2.02 and that the pipe has been inspected and meets industry accepted manufacturer standards.

## **PART 2 PRODUCTS**

### **2.01 GENERAL**

- A. All pipe shall be new, not from manufacturer's inventory.
- B. Any pipe that does not meet specifications or has been rejected, shall be removed from the jobsite and disposed of by the Contractor at no extra cost to the Owner.
- C. Where new fittings are to be cut into or attached to existing piping or where connections are to be made to existing piping, the Contractor shall furnish and install the necessary sleeves, flanges, nipples, couplings, fittings, etc. needed to accomplish the cutting-in or connections, whether specifically indicated on the Plans or not.
- D. All Pipe must be NSF 61 compliant.
- E. For Pipe installed within ten feet (10ft) of a sewer main, pipe shall be one pressure class higher than called for in this section.

### **2.02 PIPE**

- A. Ductile Iron Pipe
  - 1. Pipe shall have a minimum pressure rating of 150 psi conforming to AWWA C150 and C151.

2. Pipe with screw-on shall have a minimum pressure rating of 150 psi conforming to AWWA C115.
3. Ductile iron pipe shall be coated on the inside with cement mortar conforming to AWWA C104/ANSI A.21.4, and seal coated on the inside and outside with bituminous coating.
  - a. Coating shall be applied on clean bare metal surfaces.
  - b. Coating shall extended to the ends of spigots and shoulders of hubs.

B. Steel Pipe:

1. Steel shall conform to ASTM A36 or A572 Grade 42.
2. Pipe shall conform to AWWA C200 and ASTM A139 Grade B.
3. Size and wall thickness shall be as shown on the Plans and indicated in the Specifications.
4. Steel pipe shall be designed in accordance with AWWA Manual M11.
5. Steel pipe shall be coated inside and outside with a 100% solids, thermosetting, fusion bonded dry powder epoxy resin (Scotchkote No. 206-N as manufactured by 3M Company, or equal). Application shall be by the fluidized bed method. Coating thickness shall be at least 10 mils DFT. Surface preparation shall include grinding of all irregularities, welds, and weld splatter and blasting to a near white surface in accordance with Steel Structures Painting Council (SSPC) Guidelines (SP-10).

C. PVC Pipe:

1. NOMINAL DIAMETERS 6 TO 12 INCHES: Pipe shall meet the requirements of AWWA C900, with a minimum pressure rating of 235 psi. Pipe shall have outside diameters of ductile iron pipe sizes. Pipe shall also meet the requirements of ASTM D2241 and UL 1285. Each length of pipe shall be capable of withstanding without failure 600 psi hydrostatic pressure for a minimum of 5 seconds. The integral bell shall be tested with the pipe.
2. NOMINAL DIAMETERS 14 TO 18 INCHES: Pipe shall meet the requirements of AWWA C905, with a minimum pressure rating of 235 psi. Pipe shall have outside diameters of ductile iron pipe sizes as listed below. Pipe shall also meet the requirements of ASTM D2241 and UL 1285. Each length of pipe shall be capable of withstanding without failure 600 psi hydrostatic pressure for a minimum of 5 seconds. The integral bell shall be tested with the pipe.
3. Provisions shall be made for contraction and expansion at each joint with a rubber ring and integral thickened bell as part of each joint. The rubber ring shall meet the requirements of ASTM D 2241. The bell section shall be at least as strong as the pipe barrel.
4. At least 85 percent of the total footage of pipe installed shall be furnished in standard lengths of 20 feet. The remaining footage of pipe may be in random lengths of not less than 10 feet long.
5. Manufacturers: C900 or C905 "Big Blue" or "Blue Brute" pipe manufactured by J-M Manufacturing Company, Inc. and Formosa Plastics Corporation, U.S.A, MAY NOT be used.

D. HDPE Pipe:

1. Pipe shall be high density polyethylene pipe. Size and SDR rating of polyethylene pipe shall be as shown on the Plans and indicated in the Specifications.

2. Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density ethylene/hexene copolymer PE 3408 polyethylene resin meeting the below listed physical property and pipe performance requirements:

<u>Property</u>	<u>Specification</u>	<u>Units</u>	<u>Pipe</u>
Material Designation	PPI/ASTM	-	PE 3408
Material Classification	ASTM D1248	-	III C 5 P34
Cell Classification	ASTM D3350	-	345434C
Density	ASTM D1505	gm/cm <sup>3</sup>	0.955
Flex Modulus	ASTM D790	psi	135,000
Tensile	ASTM D638	psi	3,200
Hardness	ASTM D2240	Shore "D"	65
Compressive Strength (Yield)	ASTM D638	psi	1,600
Tensile Strength @ Yield (Type IV Spec)	ASTM D638 (2"/min)	psi	3,200
Elongation @ Yield	ASTM D638	%	8 min.
Modulus of Elasticity	ASTM D638	psi	130,000
NSF Listing	Standard #14	-	"Listed"

3. Material shall conform to ASTM F714 and meet accepted manufacturer standards for:
- Diameter
  - Straightness
  - Wall Thickness
  - Ovality
  - Concentricity
  - Toe-in
  - Quick Burst
  - Overall Workmanship
  - Pressure and Ductility
  - Inspection ID and OD
  - Joint Length
  - Print Line
4. The pipe shall be extruded using a melt homogenizing/plasticating extruder and appropriate dye. The extruder screw design should be customized for the HDPE being processed to minimize melt fracture of the molecular structure, thus reducing the molecular weight and changing some physical properties from resin to pipe. The resin should be processed at its appropriate melt temperature. The extruded tubular melt will be vacuum or pressure sized in downstream cooling tanks to form round pipe to specification diameter and wall thickness with a "matte-finish" surface.
5. The pipe shall contain no recycled compound except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. The pipe shall be homogenous throughout and free of visible cracks, holes, voids, foreign inclusions, or other deleterious defects, and shall be identical in color, density, melt index and other physical properties throughout.
6. The pipe shall be extruded from resin meeting specifications of ASTM D-3350 with a cell classification of PE:345434C; and ASTM D-1248 pipe grade resin type III, Class C, Category 5, grade P34 polyethylene compound. The pipe shall

provide the long term endurance characteristics recognized by: a compressive pipe ring environmental stress crack resistance greater than 1,000 hours; a slow crack growth resistance greater than 32 days; an impact strength (toughness) greater than 48 in-lb/in notch; and rotary fatigue endurance at 1,600 psi bending stress with  $F_o > 20,000$  cycles.

## 2.03 FITTINGS

### A. General:

1. Fittings shall include all tees, crosses, reducers, and elbows as shown on the Contract Drawings and shall include all nuts, bolts and gaskets necessary for the installation requirements.

### B. For Ductile Iron Pipe:

1. Fittings shall be as specified in ANSI A 21.10 or A 21.53 (AWWA C110 or C153), of the same pressure rating and same joint configuration as the pipe with which they are to be used.
2. All fittings shall be smooth cement-lined in accordance with ANSI A 21.4 (AWWA C104). Special attention shall be given to bare metal. All lining shall extend to the faces of flanges, to the end of spigots, or to the shoulder of hubs, as the case may be.
3. In addition, all fittings shall be coated inside and outside with bituminous material.

### C. For Steel Pipe:

1. Fitting shall be steel and shall conform to ASTM A36 or A572 Grade 42.
2. Fittings shall conform to AWWA C200 and AWWA C208, except where specific dimensions are called out on the Plans.
3. Steel fittings shall be designed in accordance with AWWA Manual M11.
4. Fittings shall be heated and cured in accordance with the manufacturer's recommendation.
5. Fittings and headers fabricated from steel pipe require hydrostatic testing.

### D. For PVC Pipe:

1. Fittings shall be ductile iron fittings as described in Part 2.03.B (above).
2. Fittings shall be properly sized for the dimensions of the pipe being used.

### E. For HDPE Pipe:

1. Ductile Iron Fittings:
  - a. Fittings shall be ductile iron fittings as described in Part 2.03.B (above). Fittings shall be properly sized for the dimensions of the pipe being used.
  - b. Only flanged fittings shall be used when specified with high-density polyethylene piping systems. Mechanical joint fittings shall not be used.
  - c. The joining system between high-density polyethylene pipe and flange fittings shall be made by a method recommended by the pipe manufacturer or submitted by the Contractor and approved by the Engineer.
2. Standard HDPE fittings:
  - a. Standard commercial products manufactured by injection molding or by extrusion and machining, or fabricated from PE pipe conforming to this specification.

- b. The fittings shall be fully pressure rated by the manufacturer to provide a working pressure equal to the pipe for 50 years service at 73.4°F with an included 2:1 safety factor.
- c. The fittings shall be manufactured from the same resin type, grade, and cell classification as the pipe itself.
- d. The manufacture of the fittings shall be in accordance with good commercial practice to provide fittings homogeneous throughout and free from crack, holes, foreign inclusions, voids, or other defects. The fittings shall be as uniform as commercially practicable in color, opacity, density and other physical properties.
- e. The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used.

## 2.04 PIPE JOINTS

### A. General

- 1. All pipe which will operate under pressure shall be properly protected from the effects of thrust at all fittings where the pipeline changes direction, changes size, or ends, using concrete thrust blocks, or restrained joints where required.
  - a. Concrete thrust blocks shall be sized so as to give bearing against undisturbed vertical earth banks sufficient to absorb the thrust from line pressure, allowing an earth bearing of 200 pounds per square foot per foot of depth below natural grade to a maximum of 1,000 pounds per square foot. (Earth bearing value may be increased, if substantiated by soils analysis). The line pressure shall be the product of the nominal cross sectional area of the pipe and the test pressures as specified for each type of pipe. The concrete shall be placed, unless specifically indicated otherwise on the Plans, so that the pipe joints and fittings will be accessible. Concrete used for all thrust blocks shall be a Class C as identified Section 03 30 00 of these specifications.
- 2. Pipe joints shall be provided as specified or as indicated on the contract drawings.

### B. For Ductile Iron Pipe:

- 1. Flanged Joints:
  - a. Flanges: Gaskets shall be synthetic rubber, either ring or full faced and a minimum of 1/8-inch thick for ductile iron pipe. Flanges shall be one of the following with diameter, thickness, drilling, and other characteristics in accordance with ANSI B16.1:
    - 1) Cast integrally with the pipe.
    - 2) Screw-on: Comply with the following:
      - a) Long hub, threaded, and specially designed for ductile iron pipe.
      - b) After attaching to pipe, machine flange face to make pipe end and flange even and perpendicular to the axis of the pipe.
  - b. Bolt Holes: Two-holed and aligned at both ends of pipe.
  - c. Cap Screw or Stud Bolt Holes: Tapped.
  - d. Bolts and Nuts:
    - 1) High strength low alloy hardware shall be used for all buried applications having the characteristics specified in AWWA C111/ ANSI A 21.11.

- 2) 316 Stainless Steel hardware with flouropolymer coating shall be used in all underwater or vault installations.
- e. Protective Coating: both the following.
  - 1) Petrolatum wrap tape consisting of plastic fiber felt saturated with petrolatums, plasticizers, and corrosion inhibitors.
    - a) Trenton No. 1 Wax Tape (Trenton Corporation)
    - b) Or equal.
  - 2) "Rock Shield" type material
    - a) Trenton Guard Wrap (Trenton Corporation)
    - b) Poly-ply (Trenton Corporation)
    - c) Or equal.
- 2. Mechanical Joints: AWWA C111/ANSI A 21.11
- 3. Push-On Rubber Gasket Joints: AWWA C111/ANSI A 21.11.
- 4. Plain-end Joints:
  - a. Flanged Coupling Adaptor
    - 1) Sleeve-type flanged coupling adaptors shall be:
      - a) Smith-Blair Type 913;
      - b) Dresser Style 128;
      - c) Or equal.
  - b. Flex Coupling Adaptor
    - 1) Sleeve-type mechanical couplings shall be:
      - a) Smith-Blair Type 411;
      - b) Dresser Style 38;
      - c) Or equal.
    - 2) Sleeve-type mechanical couplings shall have the stop removed from the middle ring.
  - c. Bolts and nuts for buried service shall be mad of non-corrosive high-strength, low-alloy steel having the characteristics specified in AWWA C111 / ANSI A 21.11, regardless of any other protective coating.
  - d. Where washers are required, they shall be of the same material as the associated bolts.
  - e. Where required for resistance to pressure, mechanical couplings shall be restrained in accordance with Chapter 13 of AWWA M11, including Tables 13-4, 13-5 and 13-5A, and Figure 13-20.
- 5. Restrained Joints:
  - a. Mechanical Joints:
    - 1) Megalug as manufactured by EBAA Iron Sales.
    - 2) MJ Field Lok Gasket and Gland as manufactured by United States Pipe and Foundry Company.
    - 3) Grip Ring Pipe Restrainer as manufactured by Romac Industries
    - 4) Or Approved Equal
  - b. Push-On Joints:
    - 1) Comprised of ductile iron locking segments inserted through slots in the bell face, providing positive axial lock between the bell interior surface and a retainer weldment on the spigot end of the pipe, or a retainer weldment through a boltless system, providing a positive restraint against joint separation; with a safety factor of 2 under a pressure equal to the specified test pressure; capable of easy disassembly without cutting or burning of the gasket; suitable for the following working pressures: For 4 through 24 inch Pipe: 350 pounds per square inch gauge.

- a) TR Flex as manufactured by United States Pipe and Foundry Company;
- b) or equal.

C. For Steel Pipe:

- 1. Flanged Joints:
  - a. As described in Part 2.04.B.1 (above).
  - b. Flanges for steel pipe and fittings shall be flat faced conforming to AWWA C207, Class D. Flange bolts and nuts shall conform to ASTM A307, Grade B. Flange gaskets shall be full faced, compressed non-asbestos 1/16-inch thick.
- 2. Mechanical Joints:
  - a. As described in Part 2.04.B.2 (above).
- 3. Push-on Rubber Gasket Joints:
  - a. As described in Part 2.04.B.3 (above).
- 4. Plain-End Joints:
  - a. As described in Part 2.04.B.4 (above).
  - b. Welded joints: field welding of steel pipe will not be allowed without the permission of the Engineer. Field welding, if allowed, shall conform to AWWA C206.
- 5. Restrained Joints:
  - a. As described in Part 2.04.B.5 (above).
- 6. Grooved Joints:
  - a. AWWA C606, as complemented and modified below, radius-cut type, with following components:
    - 1) Couplings: Rigid type, cast from ductile iron in accordance with ASTM A536, Grade 65-45-12 or malleable iron in accordance with ASTM A47, Grade 32510.
    - 2) Bolts and Nuts: ASTM A183, Grade 2.
    - 3) Gaskets: Capable of being applied on surface of piping with cavities to provide for an improved seal with the internal piping pressure; material for following services:
      - a) Halogenated butyl.
    - 4) Fittings: AWWA C 606, rigid radius-cut groove.
      - a) Center-to-Center Dimensions: AWWA C 110/ANSI A 21.10.
      - b) Wall Thickness and Other Characteristics: AWWA C153.
  - b. Flanged Unit Connections: Flanged to grooved joint adapters or a long enough spool with 1 end flanged and the other grooved to prevent interference with the operation of adjacent valves, pumps, or other items.

D. For PVC Pipe:

- 1. Mechanical Joints:
  - a. As described in Part 2.04.B.2 (above).
- 2. Push-on Rubber Gasket Joints:
  - a. As described in Part 2.04.B.3 (above).
- 3. Plain-End Joints:
  - a. As described in Part 2.04.B.4 (above).
  - b. Welded Joints
    - 1) Pipe to be welded shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

- 2) Connections to fused PVC pipe may be made using restrained, ductile iron fittings only.
- 4. Restrained Joints:
  - a. As described in Part 2.04.B.5 (above).
- E. For HDPE Pipe:
  - 1. Plain-End Joints:
    - a. As described in Part 2.04.B.4 (above).
    - b. Welded Joints
      - 1) Pipe to be welded shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. All piping and appurtenances shall be installed in accordance with manufacturers' recommendations.
- B. When pipe laying is interrupted, or stopped at the end of the work shift, the open ends of pipe shall be sealed with a watertight plug, or other means acceptable to the Engineer, to prevent water from entering the pipe.

### **3.02 MATERIAL DELIVERY, STORAGE, HANDLING AND PROTECTION**

- A. All piping shall be delivered in a clean and undamaged condition.
- B. All piping materials, fittings, valves, and accessories shall be carefully handled during loading, unloading, and installation. All pipe, fittings, and related appurtenances shall be handled in a manner that will insure installation in sound, undamaged, like new condition. Pipe should be loaded, off-loaded, and otherwise handled in accordance with AWWA M23, and all of the manufacturer's guidelines should be followed.
- C. In shipping, material shall be blocked in such a manner as to prevent damage to castings or cement lining.
- D. All pipe shall be bundled or packaged in such a manner as to provide adequate protection of the ends during transportation to the site. Flanged pipe shall have the flange faces protected. Any pipe damaged in shipment shall be replaced as directed by the Engineer.
- E. Each pipe shipment should be inspected prior to unloading to see if the load has shifted or otherwise been damaged. Notify Engineer immediately if more than immaterial damage is found. Each pipe shipment should be checked for quantity and proper size, color and type.
- F. All material shall be carefully lowered to the ground by mechanical means. Pipe shall be handled and supported with the use of woven fiber pipe slings or approved

equal. Care shall be exercised when handling the pipe to not cut, gouge, scratch or otherwise abrade the piping in any way. Pipe and fittings with cement mortar or epoxy lining or special coatings shall be handled with rubber covered hooks, or other type of equipment to prevent damage. Off-loading devices such as chains, wire rope, chokers, or other pipe handling implements that may scratch, nick cut, or gouge the pipe are strictly prohibited.

- G. During removal and handling, be sure that the pipe does not strike anything. Significant impact could cause damage, particularly during cold weather.
- H. If appropriate unloading equipment is not available, pipe may be unloaded by removing individual pieces. Care should be taken to insure that pipe is not dropped or damaged. Pipe should be carefully lowered, not dropped from trucks.
- I. Storage:
  - 1. HDPE Pipe: Pipe lengths should be stored and placed on flat, level ground, with no rocks, timbers or other objects under the pipe. Pipe should be stored in the unit packaging provided by the Manufacturer until ready for use. Caution should be exercised to avoid compression, damage, or deformation to the ends of the pipe.
  - 2. All Other Pipe shall be stored off the ground in conformance with the Manufacturer's instructions.
- J. The interior of the pipe, as well as all end surfaces, should be kept free from dirt and foreign matter.
- K. If pipe is to be stored for periods of 1 year or longer, the pipe should be shaded or otherwise shielded from direct sunlight. Covering of the pipe which allows for temperature build-up is strictly prohibited. Pipe should be covered with an opaque material while permitting adequate air circulation above and around the pipe as required to prevent excess heat accumulation.
- L. Pipe shall be stored and stacked per the manufacturer's guidelines.
- M. Pipe, fittings and accessories shall be carefully inspected by the Contractor before and after installation, and those materials found defective shall be rejected.
- N. Any length of pipe showing a crack or blow that may have caused an incident fracture, even though no such fracture can be seen, shall be marked as rejected.
  - 1. For PVC and HDPE pipe, any scratch or gouge greater than 10% of the wall thickness will be significant and can be rejected unless determined acceptable by the Engineer.
- O. Pipe and fittings shall be free from fins and burrs.
- P. Pipe and fittings in which the lining or coating has been damaged shall be immediately removed from the job site and replaced with new materials.
  - 1. In instances where damage is minimal, the Contractor may, with approval from the Engineer, have the damage repaired by a qualified representative of the pipe manufacturer or fabricator.

- Q. Do not drop or pound pipe to fit grade.
- R. Before being placed in position, pipe, fittings and accessories shall be cleaned and shall be maintained in a clean condition.

### **3.03 ALIGNMENT**

- A. All piping shall be installed to lines, grades, and elevations indicated on the contract drawings.
- B. All deviations from the line, grade, or elevation as indicated on the contract drawings shall be approved in writing by the Engineer.
- C. The Contractor is responsible for coordinating all other work to insure that piping is installed as indicated on the Contract Drawings.
- D. Piping intended to be straight shall be straight. Deflections from a straight line or grade shall be approved in writing by the Engineer and shall be accomplished by the use of approved fittings.

### **3.04 PIPE INSTALLATION**

- A. General: All piping shall be installed as specified, as indicated on the contract drawings and in a manner acceptable to the Inspector.
- B. Special Instructions for Installation of Ductile Iron Pipe:
  - 1. Install ductile iron piping in accordance with AWWA C600
  - 2. Lay mechanical joint or bell and spigot pipe with 1/8 inch space between the spigot and shoulder of the pockets.
  - 3. Special Techniques:
    - a. Polyethylene Encasement: Wrap ductile iron pipe and fittings to be buried with minimum 8 mil thick polyethylene encasement. Repair tears and make joints with double plastic tape wrap.
      - 1) Polyethylene: AWWA C105.
      - 2) Plastic Tape Wrap: One of the following or equal:
        - a) Polyken Number 910 as manufactured by Polyken Pipeline Coatings.
        - b) Tapecoat CT as manufactured by The Tapecoat Company.

### **3.05 FIELD JOINING (FUSION WELDING)**

- A. HDPE:
  - 1. Sections of polyethylene pipe shall be joined into continuous lengths on the project site. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe manufacturer, including, but not limited to, temperature requirements of 400°F, alignment, and interfacial fusion pressure as recommended by the pipe manufacturer.
  - 2. Butt fusion joining shall be 100% efficient offering a joint weld strength equal to or greater than the tensile strength of the pipe. Socket fusion shall not be used.

Extrusion welding or hot gas welding of HDPE shall not be used for pressure pipe applications nor in fabrications. Unions, grooved-couplers, transition fittings and mechanical couplers may not be used.

3. The pipe shall not be deflected either vertically or horizontally in excess of the recommendations of the manufacturer.

**B. PVC**

1. Lengths shall be assembled in the field with butt-fused joints. The Contractor shall follow the pipe supplier's guidelines for this procedure. All fusion joints shall be completed as described in this specification.
2. Fusible PVC pipe will be fused by qualified fusion technicians certified and experienced in the type and size of pipe being used.
3. Only appropriately sized and outfitted fusion machines that have been approved by the pipe supplier shall be used for the fusion process. Fusion machines must incorporate the following properties, including the following elements:
  - a. HEAT PLATE – Heat plates shall be in good condition with no deep gouges or scratches. Plates shall be clean and free of any debris or contamination. Heater controls shall function properly. Cord and plug shall be in good condition. The appropriately sized heat plate shall be capable of maintaining a uniform and consistent heat profile and temperature for the size of pipe being fused, per the pipe supplier's guidelines.
  - b. CARRIAGE – Carriage shall travel smoothly with not binding at less than 50 psi. Jaws shall be in good condition with proper inserts for the pipe size being fused. Inset pins shall be installed with no interference to carriage travel.
  - c. MACHINE BODY – Overview of machine body shall reveal no obvious defects, missing parts, or potential safety issues during fusion.
  - d. DATA LOGGING DEVICE – The current version of the pipe supplier's recommended and compatible software shall be used. Datalogging device operations and maintenance manual shall be with the unit at all times.
4. Pipe rollers shall be used to support pipe to either side of fusion machine.
5. Utilize a weather protection canopy in inclement or windy weather, to allow full machine motion of the heat plate, fusion assembly and carriage. If weather conditions persist such that the Contractor is unable to meet the parameters required by the pipe supplier and these Specifications, the fusion process shall cease until the inclement weather passes and the parameters can be achieved.
6. Use only facing blades specifically design for cutting fusible PVC pipe.

**3.06 QUALITY ASSURANCE**

- A. Pressure testing of all pipe installations shall be done in conformance with Section 33 13 00 Water Pipeline Testing and Disinfection of the specifications.
- B. Disinfection of piping and appurtenances, as applicable, shall be in conformance with Section 33 13 00 Water Pipeline Testing and Disinfection of the specifications.

END OF SECTION

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**SECTION 33 12 13  
WATER SERVICE CONNECTION**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section Includes: Water service connections from water mains up to the property line, including curb stop.
- B. Related Sections:
  - 1. 33 11 13 Water Distribution Piping
  - 2. 33 12 16 Water Valves
  - 3. 33 13 00 Pipeline Testing and Disinfection

**1.02 REFERENCES**

- A. American Water Works Association (AWWA)
  - 1. C800 Underground Service Line Valves and Fittings
  - 2. C901 Polyethylene Pressure Pipe and Tubing, ½” through 3” for Water Service
- B. American Society of Testing and Materials (ASTM)
  - 1. A536 Ductile Iron Castings
- C. American Society of Mechanical Engineers (ASME)
  - 1. ANSI-ASME B1.20.1 General Purpose Pipe Threads

**PART 2 PRODUCTS**

**2.01 GENERAL**

- A. All piping, valves and fittings used for service connections shall conform to the AWWA C800 standard for "Underground Service Line Valve and Fittings".
- B. All fittings for water service connections shall conform to ASME B1.20.1 having N.P.T. threads.
- C. In no case shall copper or copper alloy pipe or fittings be attached to steel pipe, except by means of dielectric coupling expressly made for this purpose and service. Tracer wire shall terminate at the meter, to provide a discontinuity between the private service line and the District's distribution system.
- D. All brass components used in the water distribution system shall be "lead-free" in compliance with California law (AB 1953).

## **2.02 SERVICE SADDLES**

- A. Service saddles shall be installed per project details.
- B. Service saddles shall have a bearing area of sufficient width along the axis of the pipe so that the pipe will not be distorted when the saddle is made tight
- C. For PVC pipe, saddles shall be sized such that the upper end of the OD range is equal to the outside diameter of the pipe.

## **2.03 CURB AND CORPORATION STOPS**

- A. Curb and corporation stops shall be as specified on drawings.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. All service connections which would require crossing existing sewer force mains shall be installed utilizing an open trench method. Additionally, any service connections not crossing existing sewer force mains shall be installed utilizing a trenchless method such as a mole. The Contractor shall submit a written proposal describing the method to be employed, which will be subject to the review and approval of the Engineer.
- B. The Contractor shall indicate sending and receiving pit locations in the field which must be approved by the Engineer. It is the intent of this specification that a majority of the length of all service connections be installed using the proposed trenchless method.
- C. All new service lines shall be installed, including new curb stops, to a point adjacent to existing services and shall be flushed, pressure tested and disinfected along with the new water main, per Section 33 13 00. The new curbstop can be used to facilitate flushing to expel trapped air and to insure adherence to the sterilization specifications. After all the lines have been successfully pressure tested and have passed the disinfection test, they shall be connected to existing service. A new service box shall be installed and brought to proper grade. The price for the new service box and installation shall be included in the unit price for each service.

### **3.02 SERVICE TAPS**

- A. Contractor shall install service saddles at locations shown on the Contract Drawings
- B. .An internal shell cutter shall be used to drill through the corporation stop to minimize shavings, retain the coupon, and reduce stress. Single fluted shell cutter or twist drills shall not be used. Cutting lubricant shall be used on the cutting and tapping edges of the tool.

**3.03 HOT TAP**

- A. All hot tapping of existing mains shall be performed by the District, as directed on the Contract Drawings.

END OF SECTION

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## SECTION 33 12 16

### WATER DISTRIBUTION VALVES

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Section Includes: resilient-seat gate valves, butterfly valves and appurtenances.
- B. Related Sections:
  - 1. Section 33 11 13 Water Distribution Piping
  - 2. Section 33 12 13 Water Service Connections

##### 1.02 REFERENCES

- A. American Water Works Association (AWWA)
  - 1. C504 Rubber Seated Butterfly Valves
  - 2. C509 Resilient-Seated Gate Valves for Water Supply Service
  - 3. C515 Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
  - 4. C550 Protective Epoxy Interior Coatings for Valves and Hydrants
  - 5. C600 Installation of Ductile Iron Water Mains and Their Appurtenances
- B. American Society of Testing and Materials (ASTM)
  - 1. A48 Gray Iron Castings
  - 2. A126 Gray Iron Castings for Valves, Flanges and Pipe Fittings
  - 3. A276 Stainless Steel Bars and Shapes
  - 4. A536 Ductile Iron Castings
  - 5. D429 Rubber Property – Adhesion to Rigid Substrates

##### 1.03 SUBMITTALS

- A. The Contractor shall submit the following information in accordance with Section 01 33 00 Submittals Process:
  - 1. Valve type, size, pressure rating and coating system.
  - 2. Complete information, including size, type and orientation.
  - 3. Assembly drawings showing part nomenclature, materials, dimension, weights and relationships of valve actuators.

#### PART 2 PRODUCTS

##### 2.01 GENERAL

- A. All brass components used in the water distribution system shall be “lead-free” in compliance with California law (AB 1953).

- B. The Contractor shall furnish all labor, materials, and equipment necessary to install the valves complete in place at the locations indicated on the Plans in accordance with the details and these Specifications.
- C. The Contractor shall furnish all incidental materials necessary for installation of the valves such as flange gaskets, flange bolts and nuts, valve boxes and covers, and all other materials required for the complete installation.
- D. The Contractor shall provide the necessary concrete bases and blocking to support the valves.
- E. All buried valves shall have a concrete valve box with a cast iron cover marked *WATER*. The boxes shall be adjustable to grade.
  - 1. Christy G5
  - 2. Or approved equal.

## **2.02 GATE VALVES**

- A. Gate valves for buried installation shall be iron body, resilient-seat, nonrising stem, conforming to AWWA C509 or C515.
  - 1. The stem, stem nuts, glands and bushings shall be of bronze with double O-ring stem seal.
  - 2. Valves shall open counterclockwise.
  - 3. Valve ends shall be flanged conforming to AWWA C509 Section 4.5.1 with 2" square operating nuts (except where a different operator is called for on the Plans).
  - 4. The valves shall be rated for a working pressure of 200 psig.
  - 5. The valve body, bonnet and disc shall be of cast iron or ductile iron and the disc or body shall be rubber-coated.
  - 6. For valves conforming to C509, the body and bonnet wall thickness shall be equal to or greater than the minimum wall thickness as listed in Table 2 of AWWA C509.
  - 7. For valves conforming to C515, the body and bonnet wall thickness shall be equal to or greater than the minimum wall thickness as listed in Table 1 of AWWA C515.

## **2.03 BUTTERFLY VALVES**

- A. Butterfly Valves for Buried Installation: All butterfly valves shall be manufactured in accordance with the latest revision of AWWA C504 for Class 150B service and comply with the following details:
  - 1. Valve Bodies shall be constructed of cast iron ASTM A-126 Class B and conform to AWWA C504 in terms of laying lengths and minimum body shell thickness. End connections shall be as specified on the Plans.
  - 2. Valve Discs shall also be made from cast iron ASTM A-126 Class B or ASTM A-48 Class 40 in sizes 24" and smaller. Sizes 30" and larger shall be built from ductile iron in conformance to ASTM A-536. Discs shall be furnished with a nickel-chrome or stainless steel seating edge to mate with the rubber seat on the body.

3. Valve Seat shall be Buna-N rubber located on the valve body. In sizes 20" and smaller, valves shall have bonded seats that meet test procedures outlined in ASTM D-429 Method B. Sizes 24" and larger shall be retained in the valve body by mechanical means without use of metal retainers or other devices located in the flow stream.
4. Valve Shafts shall be 18-8 type 304 stainless steel conforming to ASTM A-276. Shaft seals shall be standard split V packing and be provided where the shaft projects through the valve body. Shaft seals shall be of a design allowing replacement without removing the valve shaft.
5. Valve Bearings shall be sleeve type that are corrosion resistant and self lubricating.
6. Valve Actuators shall be fully grease packed and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 ft. lbs. against the stop. The traveling nut shall engage alignment grooves in the housing. The actuators shall have a built in packing leak bypass to eliminate possible packing leakage into the actuator housing with 2" square operating nut. Acceptable manufacturers: De Zurik, Henry Pratt Company or approved equal.
7. All internal and/or external surfaces shall be covered with a polyamide cured epoxy coating applied over a sand blasted "new white metal surface" per SSPC-SP10 to a minimum of 6 mils in compliance with AWWA C550.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Valves, actuating units, stem extensions, valve boxes and accessories shall be installed in accordance with the Manufacturer's written instructions, AWWA C600 and these Specifications. Valves shall be laid in sequence with adjacent pipe and fittings, at the locations shown on the Contract Drawings.
- B. Valve boxes shall be installed perpendicularly, centered with a centering ring and covering the upper portions of the valve or valve operator in accordance with the Project Details. The box shall not be supported in any manner by the valve, valve operator, or the pipe. The top of each valve box shall be placed 1/4 to 1/2 inch below finish grade unless otherwise directed by the Engineer.

END OF SECTION

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**SECTION 33 13 00  
WATER PIPELINE TESTING AND DISINFECTION**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section Includes: flushing, testing and disinfection of all pipelines and appurtenances for water.
- B. Related Sections:
  - 1. 33 11 13 Water Distribution Piping
  - 2. 33 12 13 Water Service Connections
  - 3. 33 12 16 Water Valves

**1.02 REFERENCES**

- A. American Water Works Association (AWWA)
  - 1. B300 Hypochlorites.
  - 2. C200 Steel Water Pipe 6" in Diameter and Larger
  - 3. C600 Installation of Ductile Iron Water Pipes and Their Appurtenances
  - 4. C651 Disinfecting Water Mains.(attached)
  - 5. C900 Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In.-12 In. for Water Transmission and Distribution
  - 6. C906 Polyethylene (PE) Pressure Pipe and Fittings, 4 In. (100 mm) through 63 in. (1,600 mm), for Water Distribution and Transmission.
- B. South Tahoe Public Utility District Standards
  - 1. Water System Connection Disinfection and Testing Guide (attached)

**1.03 CONTRACTOR SUBMITTALS**

- A. Submittals shall be made in accordance with Section 01 33 00 Submittals Process.
- B. The following submittals and specific information shall be provided.
  - 1. A detailed, project-specific testing procedure and schedule, including proposed plans for water conveyance, control, disposal, and disinfection, shall be submitted in writing for approval a minimum of 48 hours before testing is to start.

**1.04 QUALITY ASSURANCE**

- A. Unless specified otherwise, the Contractor shall perform at its expense all tests specified or required by the Technical Specifications. The Engineer will perform such tests as he deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer.

## **1.05 MATERIALS REQUIREMENTS**

- A. All test equipment, chemicals for disinfection, temporary valves, bulkheads, or other water control equipment and materials shall be determined and furnished by the Contractor subject to the Engineer's approval. No materials shall be used which would be injurious to the construction or its future function.
- B. Chlorine for disinfection shall be in the form of sodium hypochlorite solution only. Sodium hypochlorite shall be in accordance with the requirements of AWWA B300.

## **PART 2 EXECUTION**

### **2.01 GENERAL**

- A. Testing and disinfection of waterlines shall conform to the requirements of this section and to the District's "Water System Connection Disinfection and Testing Guide", unless otherwise authorized in writing by the Engineer. Alternative testing and disinfection procedures shall be submitted by the Contractor for review and approval in conformance with Part 1.03.B.1, above.
- B. Unless otherwise provided herein, water for testing and disinfecting water pipelines will be furnished by STPUD; however, the Contractor shall make all necessary provisions for conveying the water from STPUD-designated source to the points of use.
- C. All pressure pipelines shall be tested. Disinfection shall be accomplished by chlorination and shall be completed by the contractor. All bacteriological testing operations shall be performed by District Laboratory Personnel in the presence of the Engineer and Contractor.
- D. Disinfection operations shall be scheduled by the Contractor as late as possible during the contract time period so as to assure the maximum degree of sterility of the facilities at the time the Work is accepted by the Engineer and the Inspector. Mains, services, and hydrants shall be tested at the same time. Bacteriological testing shall be performed by District Laboratory Personnel in the presence of the Engineer and Contractor.

### **2.02 HYDROSTATIC TESTING OF PIPELINES**

- A. Pressure Test with Maximum Leakage Allowance for Steel, Ductile Iron, or PVC Pipe
  - 1. All PVC, Ductile Iron, and Steel pressure pipe shall be tested for leakage per AWWA C200, C600, or C900 depending on pipe type, for a minimum duration of 2 hours at 150 psi and measured at the lowest point in the line. Any sections of the pipelines indicating more than the allowable leakage shall be repaired and retested until the leakage is less than the allowable indicated below. The leakage test shall be made after backfilling. Any visible leaks shall also be repaired.
  - 2. Test shall include all fire hydrants and services with all fittings to the curb stop.

3. Do not test sections longer than 2,000 ft. in total pipe length without prior approval of the Engineer.
4. Pressure test piping after completion of visible leaks test during water absorption period.
5. Accurately measure the makeup water necessary to maintain the pressure in the piping section under test during the pressure test period.
6. Successful completion of the pressure test with maximum leakage allowance shall have been achieved when the observed leakage during the test period is equal or less than the allowable leakage and no damage to piping and appurtenances has occurred. Calculate the allowable leakage by the following formula:

$$L = \frac{(S \cdot D \cdot \sqrt{P})}{148,000}$$

Wherein the terms shall mean:

L = Allowable leakage in gallons per hour.

S = Length of the test section in feet.

D = Nominal diameter of the piping in inches.

P = Average observed test pressure in pounds per square inches, gauge, at the lowest point of the test section, corrected for elevation of the pressure gauge.

- B. Pressure Test with Maximum Leakage Allowance for HDPE Pipe
  1. All HDPE pressure pipe shall be tested for leakage per AWWA C906.

## 2.03 DISINFECTING PIPELINES

- A. New Mains
  1. General
    - a. All equipment and pipelines intended to carry potable water shall be sterilized before placing in service.
    - b. Disinfection and bacteriological testing of new mains shall be performed in accordance with the guidelines provided by AWWA C651, in addition to the standards written below.
  2. Flushing
    - a. Before disinfection, the Contractor shall ensure all foreign matter has been flushed from equipment and pipeline.
    - b. Contractor shall provide hoses and temporary pipes as required to dispose of flushing water without damage to adjacent properties.
    - c. Flushing velocities shall be at least 2.5 fps. For large diameter pipe here it is impractical or impossible to flush the pipe at 2.5 fps velocity, clean the pipeline in place from the inside by brushing and sweeping, then flush the line at a lower velocity.
    - d. **Water used for disinfection may be discharged into the District's sanitary sewer manhole at the project site with prior approval of the Engineer. During any discharge into the District's sewer system, the Contractor shall provide monitoring to assure against surcharging the system.**
  3. Additions to AWWA C651:

- a. Strict adherence to all sections of AWWA standard C651 is required.
  - b. Section 4.1 of AWWA C651 shall be followed as written except that sodium hypochlorite is the only form of chlorine to be used for disinfection.
  - c. Section 5.1.1 of AWWA C651 shall be followed as written except that at least two sample sets, obtained on successive days at a minimum of 24 hours apart, shall be collected from the new main and each branch.
    - 1) A sample set consists of three samples for every 1,200 foot section of pipelines: one at the each end and one in the middle. An extra sample is needed for each additional 600 feet of pipe.
    - 2) Water service lateral connections or dedicated sample ports should be used for sample taps. Samples must not be taken from fire hydrants, unless approved by the Engineer.
    - 3) The sample tap should be flushed enough to clear the sample line and ensure that the sample is from the main. Sample taps should be installed at least one (1) foot above grade to prevent contamination from soil.
  - d. A standard heterotrophic plate count (HPC) will be required. This sample will be drawn at the same time as the first sample set for coliforms. HPC must be less than 500 cfu per mL, in accordance with Section 5.1.4 of AWWA C651.
4. Disinfection and Testing Procedures:
- a. Charge and chlorinate the line in accordance with AWWA C651, as modified above. Record initial chlorine level in main.
  - b. The chlorinated water shall be retained in the pipeline for at least 24-hours. If water temperature is less than 5 degrees C, the time required for the chlorinated water to remain in the pipeline shall be no less than 48-hours.
  - c. All valves and hydrants in the treated section shall be operated during the 24-hour chlorination period to disinfect the appurtenances.
  - d. At the end of the 24-hour period (or 48-hour period as required in Part 3.03.A.4.a, above), the treated water in all portions of the main shall be tested by District laboratory personnel and found to have a residual of not less than 10 mg/L free chlorine.
  - e. Before the first bacteriological sample is taken, the main shall be flushed so that the total chlorine residual is no greater than that currently in the water distribution system.
  - f. Samples for bacteriological and HPC testing shall be collected by District laboratory personnel.
  - g. After the first sample for bacteriological testing is taken, the water will remain undisturbed in the main for 24 hours, after which, a second set of samples for bacteriological testing shall be collected by District laboratory personnel. In the event that at the time of the second bacteriological sampling the total chlorine residual is greater than that in the water distribution system, the water line will be flushed until the total chlorine residual is no greater than that of the water in the distribution system. It will be the Engineers discretion to decide whether or not water in the main must remain undisturbed for an additional 24 hours before the second bacteriological sample is taken.
5. The new main shall be approved as disinfected when all of the following have been achieved:

- a. All bacteriological tests on two successive days must be negative for total coliform organisms.
  - b. HPC is found to be less than 500 cfu per mL, in accordance with Section 5.1.4.
6. Scheduling
- a. The time required for completing the disinfection and bacteriological testing is at least 4 days and can require up to 6 days, even if test results are acceptable on the first try.
  - b. If the test results show the presence of coliform organisms, more time will be required for further disinfection and testing.
  - c. Flushing of the disinfected water main may take considerable time and should be considered in scheduling work.
  - d. The laboratory should be notified at least 24-hours prior to initial disinfection.
  - e. The Contractor shall provide personnel to assist the District lab personnel to obtain samples.
- B. Repaired Mains, including system inerties: The disinfection and bacteriological testing of repaired water mains shall be performed in accordance with the guidelines provided by AWWA C651 and the additions that are written below.
- 1. All repairs performed by the Contractor, shall be coordinated with the Engineer
  - 2. New pipe segments and fitting shall be swabbed with sodium hypochlorite, as well as the exposed ends of the repaired section.
  - 3. Schedule lab to take tests within 24 hours. Continue until two (2) consecutive negative samples are collected. Corrective action by the contractor may be required and could include flushing, charging, slug chlorination and/or additional repairs at the direction of the Engineer.

END OF SECTION

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# WATER SYSTEM CONNECTION DISINFECTION AND TESTING GUIDE



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## Definitions

<i>District:</i>	South Tahoe Public Utility District
<i>Owner:</i>	The party (private or public) for which a Contractor is performing work on the District's water system
<i>Contractor:</i>	A Contractor licensed by the State of California to perform the type of work proposed on the District's water system on behalf of the Owner.
<i>Chlorine Residual:</i>	Concentration of chlorine species present in water after the oxidant demand has been satisfied.
<i>Sodium hypochlorite:</i>	Sodium hypochlorite contains approximately 5 percent to 15 percent available chlorine

## I. Introduction

This Disinfection and Testing Guide has been developed to instruct Contractors in the minimum accepted methods by which new water connections to the existing public water system are tested and disinfected for acceptance. The methods that will be presented are from the latest edition of the American Water Works Association (A.W.W.A) Disinfection Procedures C651, and the District's Standard Specifications. The Contractor shall not deviate from any of the requirements of this Guide without written District consent. At no time shall a new portion of pipeline be connected to the District's existing Water System until the new pipeline has been properly disinfected and has passed all bacteriological tests.

## II. Procedure

Prior to beginning work Owner or Contractor shall develop and provide to the District a written Disinfection Procedure incorporating the requirements below. Only liquid chlorine, Sodium Hypochlorite is allowed to be used for disinfection. Potable water may be supplied from a temporary backflow-protected connection to the existing distribution system or other supply source approved by the District. The backflow assembly shall be a District tested and Approved Reduced Pressure Principle backflow assembly (**see Figure 1**).

## III. Initial Tie In Connection

Tie in to the existing District's Water System will be conducted by Hot Tap or Cut In method.

### Cut-In Method

Cut In method may be performed by the Contractor, and must be closely coordinated with District Staff to notify affected Customers and to facilitate the shut-down of the District's Water System at the Tie in point. **At no time is the Contractor or any other non-District personnel allowed to operate existing valves on the District's Water System.** The installation work must be conducted in a safe and sanitary condition. The pipe trench shall be continuously dewatered to maintain the water level well below the open pipe ends. All new materials to be installed, tools, and all exposed surfaces of the existing pipe shall be kept clean and sanitary by spraying and swabbing with sodium hypochlorite.

### Hot Tap Method

If a Hot Tap is selected, the work to tap the main will be performed by the District, with advance notice. The saddle and valve are to be provided and installed on the main by the Owner's Contractor. Scheduling with District for Hot Tap or Shut Down shall be in writing a minimum of 2 working days. Following the hot tap, disinfection and bacteriological tests will be conducted by trained District personnel from a nearby sampling location on the existing system.

## IV. Leak Testing

Assembled piping and appurtenances from the point of tie in at the existing District Water System to the terminus point of the new pipeline (generally defined by a service valve or backflow protection device), shall be tested for leaks. The method of leak testing shall be determined based on the assembled length of the new piping and appurtenances (fittings and valves).

### Assembled Length of 20 linear feet or less

Assembled piping of 20 linear feet (lf) or less shall be visually inspected for leaks by District personnel after it has been assembled, disinfected, installed, and charged. To facilitate inspection, the Contractor shall not backfill the trench until

after the new piping is charged to system pressure, and District personnel have completed the visual inspection. For safety, the Contractor is required to restrain and/or brace the exposed piping to District satisfaction before the line is charged by the District. **At no time is the Contractor or any other non-District personnel allowed to operate existing valves on the District's Water System.**

Assembled Length of greater than 20lf

Assembled piping of greater than 20lf shall be hydrostatically pressure-tested prior to being disinfected and connected to the District's Water System, for a minimum of 2 hours at the rated pressure for the assembled piping (typically 150 psi), as measured at the lowest point in the line. To test, accurately measure the makeup water necessary to maintain the pressure in the piping section under test during the pressure test period. Successful completion of the pressure test with maximum leakage allowance shall have been achieved when the observed leakage during the test period is equal or less than the allowable leakage and no damage to piping and appurtenances has occurred. Calculate the allowable leakage by the following formula.

$$L = \frac{(S * D * \sqrt{P})}{133,200}$$

Wherein the terms shall mean:

L = Allowable leakage in gallons per hour.

S = Length of the test section in feet.

D = Nominal diameter of the piping in inches.

P = Average observed test pressure in pounds per square inches, gauge, at the lowest point of the test section, corrected for elevation of the pressure gauge.

V. Disinfection

New tie-in fittings and valves shall not be connected to the District's Water System until they have been disinfected. New piping shall not be connected to the tie-in fittings and valves until it has been disinfected, flushed (if necessary) and tested. The method of disinfection shall be determined based on the assembled length of the new piping and appurtenances (fittings and valves), from the point of tie in at the existing District Water System to the terminus point of the new pipeline (generally defined by a service valve or backflow protection device).

Assembled Length of 20 linear feet or less

Pipeline installations of 20 linear feet (lf) or less shall be spray disinfected and swabbed with sodium hypochlorite immediately before being installed. Because the entire interior of the assembled piping is visible, it shall be inspected for particulate contamination and re-swabbed, if necessary, prior to installation; flushing is not required.

Assembled Length of greater than 20lf

Pipeline installations of greater than 20lf shall be protected from contaminating materials from entering the pipe and appurtenances during storage, construction, or repair and noting potential contamination at the construction site. Upon completion of installation and successful hydrostatic testing as required by District, remove particulate materials that may have entered the water main or appurtenances by flushing or other means, prior to proceeding with disinfection. The flushing velocity in the main shall not be less than 3.0 ft/sec. **Table 1** shows the rates of flow required to produce a velocity of 3.0ft/sec. in commonly used sizes of pipe. (NOTE: flushing is no substitute for preventive measures during construction. Certain contaminants, such as caked deposits, resist flushing at any feasible velocity, and

pigging of the main, or other suitable method acceptable to the District, may be required.) Where such flow rates are not possible, flushing at the maximum expected flow rate for the line for 2-3 volumes may be allowed with approval from the District.

To disinfect, at a point not more than 5 ft downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 25mg/L free chlorine. To ensure that an appropriate concentration is achieved, the free chlorine concentration shall be measured at regular time intervals in accordance with the procedures described. **Table 2** gives the amount of chlorine required for each 100 ft of pipe for various pipe diameters. Solutions with a minimum 1 percent chlorine concentration may be prepared with sodium hypochlorite. Chlorine application shall not cease until the entire main is filled with chlorinated water. The chlorinated water shall be retained in the main for at least 24 hr., during which time valves and hydrants in the treated section shall be operated to ensure disinfection of the appurtenances. At the end of this 24-hr period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L of free chlorine as determined by District Lab personnel. After the applicable retention period, heavily chlorinated water should not remain in prolonged contact with pipe. In order to prevent damage to the pipe lining or to prevent corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main fittings, valves, and branches until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or that is acceptable for domestic use. Chlorinated water shall be disposed of appropriately, and shall not be discharged to the District's Sewer System without prior written consent. After disinfection, the chlorinated water in the new pipe shall be replaced with water at background chlorine level, prior to collecting samples for bacteriological testing.

#### VI. Bacteriological Testing

Bacteriological Testing will be performed on all assembled piping.

##### Assembled Length of 20 lf or less

Samples will be collected by District personnel from a nearby sampling port on the existing system after the new piping has been connected to the system.

##### Assembled Length of greater than 20lf

Prior to connection of the new piping to the existing system, District staff will collect samples for every 1,200ft of the new pipeline and appurtenances, plus one set from the end of the line and at least one from each branch greater than one pipe length, for a minimum of three test sites per 1200 feet of new assembled piping. The sample ports shall be installed by the Contractor (see **Figure 2**). The District has two options for the bacteriological testing for total coliform analysis.

**Option A:** Before approving a main for release, take an initial set of samples and then resample again after a minimum of 16 hr. using the sampling site procedures outlined. Both sets of samples must pass for the main to be approved by the District's lab for release.

**Option B:** Before approving a main for release, let it sit for a minimum of 16 hr. without any water use. Then collect, using the sampling site procedures outlined and without flushing the main, two sets of samples a minimum of 15 min apart while the sampling taps are left running. Both sets of samples must pass for the main to be approved for release. A standard Heterotrophic Plate Count (HPC) test may be required at the option of the District because new mains do not typically contain coliform bacteria but often contain HPC bacteria. If sample results show HPC greater than 500 CFU/mL,

flushing should resume and another set of HPC and coliform samples collected until no coliform are present and the HPC is less than 500 CFU/mL. If the initial disinfection fails to produce satisfactory bacteriological results, or if other results indicate unacceptable water quality, the main may be reflashed and shall be resampled. If check samples fail to produce acceptable results, the main shall be rechlorinated until satisfactory results are obtained.

## VII. Final Connection

### Assembled Length of greater than 20lf

Water mains and appurtenances must be completely assembled, flushed (when required), disinfected, and satisfactory bacteriological sample results received (when required) prior to permanent connections being made to the active distribution system. Sanitary construction practices must be followed during installation of the final connection so that there is no contamination of the new or existing water main with foreign material or groundwater.

### Comments

If you have any questions about this Guide please call the South Tahoe public Utility District Engineering Department at 530.544.6474.

Figure 1  
Suggested temporary flushing/testing connection

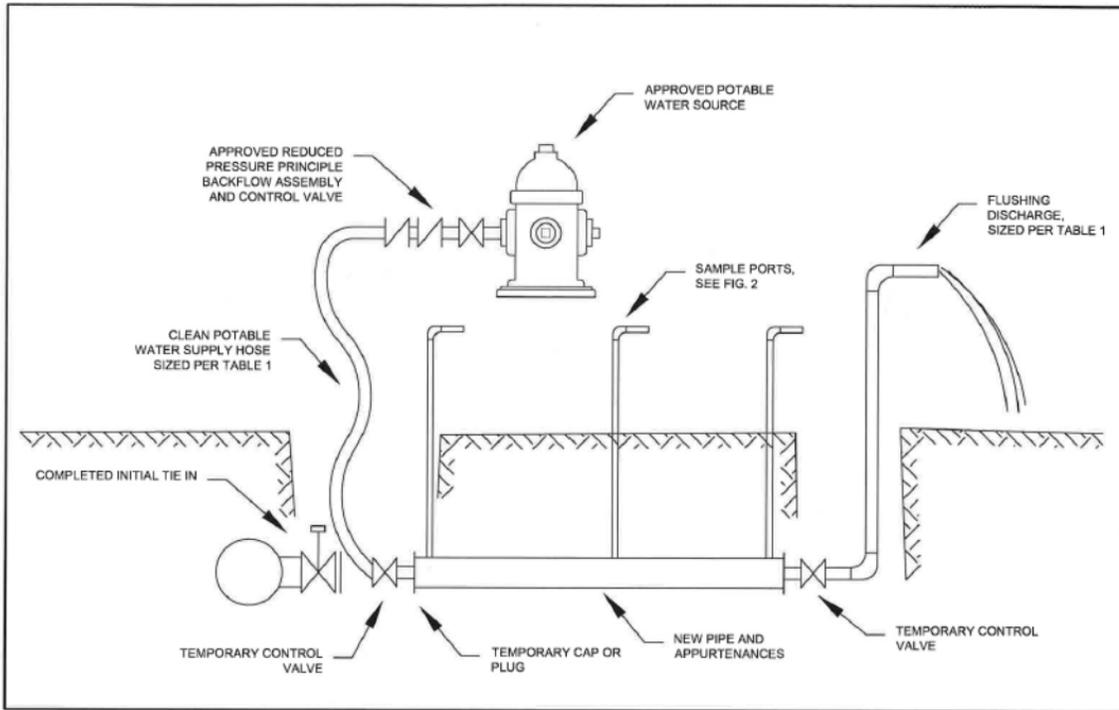


Figure 2  
Typical Sample Port

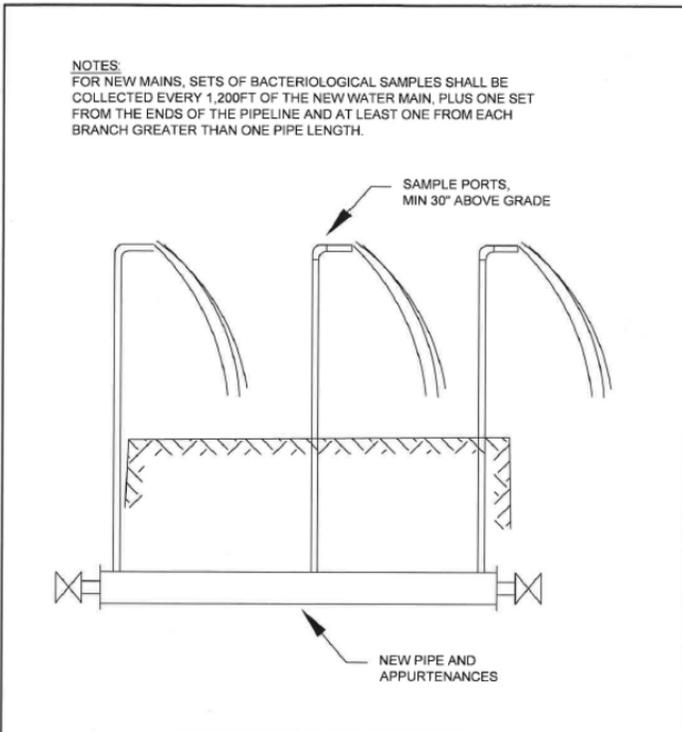


Table 1

Required flow and openings to flush pipelines at 3.0ft/sec

New Pipe Diameter	GPM Flow Required to Produce 3.0ft/sec.	Size of Supply	Size of FH Supply	Size of Discharge Flushing
4"	120	2"	2½"	2"
6"	260	2"	2½"	2"
8"	470	Two 2"	2½"	4"
10"	730	Two 2"	2½"	4"
12"	1,060	Three 2"	4½"	6"

Table 2

Chlorine required to produce an initial 25mg/L concentration in 100ft of pipe by diameter

New Pipe Diameter	100% Chlorine	1% Chlorine
4"	0.013lb	0.16gal
6"	0.030lb	0.36gal
8"	0.054lb	0.65gal
10"	0.085lb	1.02gal
12"	0.120lb	1.44gal

**APPENDIX B**

**to the Contract Documents for  
Apache Avenue Pedestrian Safety and Connectivity Project  
Contract No. 7922, CIP No. 3610 7021**

**ENVIRONMENTAL PERMITS**

**APPENDIX B1**

**TRPA PERMIT  
(PENDING)**



OFFICE  
128 Market St.  
Stateline, NV

Phone: (775) 588-4547  
Fax: (775) 588-4527

MAIL  
PO Box 5310  
Stateline, NV 89449-5310

trpa@trpa.org  
www.trpa.org

HOURS  
Mon. Wed. Thurs. Fri  
9 am-12 pm/1 pm-4 pm  
Closed Tuesday  
New Applications Until 3:00 pm

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## **ATTACHMENT Q**

### **STANDARD CONDITIONS OF APPROVAL FOR GRADING PROJECTS**

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This handout on the standard conditions that must be met in all projects involving grading is divided into the following three sections:

- I. Pre-Grading Conditions (Pre-activity, where applicable)
- II. Construction/Grading Conditions
- III. General Conditions/Design Standards

Please read all of the conditions carefully to avoid any delays in construction of your project.

**NOTE:** Your plans have been reviewed and approved as required under Tahoe Regional Planning Agency (TRPA) Rules, Regulations and Ordinances only. TRPA has not reviewed and shall not be responsible for any elements contained in your plans, i.e., structural, electrical, mechanical, etc., which are not required for review under said Rules, Regulations and Ordinances.

#### I. PRE-GRADING/PRE-ACTIVITY CONDITIONS:

The following conditions must be completely complied with prior to any site disturbance or commencement of activity.

##### A. Final Construction Plans:

Final construction plans must be submitted to and reviewed by TRPA to determine conformance with the approval. Said plans shall clearly depict the following:

1. Slope stabilization methods to stabilize all existing and proposed cut and fill slopes.
2. Areas to be revegetated, including complete specifications for such revegetation.
3. Fencing for vegetation protection.
4. Temporary and permanent erosion control devices.
5. Utility trenches.
6. Dust control measures.
7. All water quality improvements (BMPs) required in the conditional approval. Drainage facilities shall be designed to be capable of retaining runoff water for a two (2) year, six (6) hour storm.
8. The final plans shall contain equipment specifications necessary to establish compliance with Standard Conditions III. A-F.

##### B. Securities:

A security shall be posted with the TRPA to insure compliance with all permit conditions. The security shall include an amount equal to 110 percent of the cost of the BMPs and other erosion control and water quality improvements required. For further information on the acceptable types of securities, see Attachment J.

C. Mitigation Fees:

All required air quality, water quality, and excess coverage and offsite coverage mitigation fees shall be paid to TRPA.

D. Temporary BMPs:

The following temporary BMPs are required to be installed onsite prior to any grading activity occurring:

1. Installation of temporary erosion controls.
2. Installation of vegetation protection measures.
3. Installation of construction site boundary fencing.

E. Required Inspection:

An onsite inspection by TRPA staff is required prior to any construction or grading activity occurring. TRPA staff shall determine if the onsite improvements required by Condition II (1), above, have been properly installed. No grading or construction shall be undertaken by the permittee until receipt of TRPA notification that the pre-grading/pre-activity conditions of approval have been satisfied.

F. Required Notices:

The following notices to the TRPA are required prior to any grading or construction occurring on the project site:

1. Notice for Pre-Grading Inspection: The permittee shall notify the TRPA when all onsite improvements required under Condition II(1), above, have been installed so that the required pre-grading inspection may be scheduled.
2. Notice of Commencement of Construction: The permittee shall notify the TRPA at least 48 hours prior to commencement of construction or grading on the project site. Said notice shall include the date when construction will commence.

II. CONSTRUCTION/GRADING CONDITIONS:

The following conditions shall be complied with during the grading and construction phase of the project.

- A. All construction shall be accomplished in strict compliance with the plans approved by TRPA.
- B. The TRPA permit and the final construction drawings bearing the TRPA stamp of approval shall be present on the construction site from the time construction commences to final TRPA site inspection. The permit and plans shall be available for inspection upon request by any TRPA employee. Failure to present the TRPA permit and approved plans may result in the issuance of a Cease and Desist Order by the TRPA.
- C. Whenever possible, utilities shall occupy common trenches to minimize site disturbance.
- D. There shall be no grading or land disturbance performed with respect to the project between October 15 and May 1, except as follows:
  1. The grading or land disturbance is for excavation and backfilling for a volume not in excess of three cubic yards.
  2. The activity is completed within a 48-hour period.
  3. The excavation site is stabilized to prevent erosion.
  4. The pregrade inspection is performed by TRPA staff, and the activity passes the inspection.

5. The grading/project does not represent or involve a series of excavations, which, when viewed as a whole, would exceed the provisions of this Standard Condition of Approval, and Subsection 2.3 of the TRPA Code of Ordinances.

**Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition (pursuant to Subsection 33.3.1.A of the TRPA Code of Ordinances.)**

- E. All material obtained from any excavation work that is not contained within foundations, retaining walls, or by other methods approved by TRPA shall be removed from the subject parcel and disposed of at a site approved by TRPA.
- F. Replanting of all exposed surfaces, in accordance with the revegetation and slope stabilization plan, shall be accomplished within the first growing season following disturbance, unless an approved construction/inspection schedule establishes otherwise.
- G. All trees and natural vegetation to remain on the site shall be fenced for protection. Scarring of trees shall be avoided and, if scarred, damaged areas shall be repaired with tree seal.
  1. Fencing specified shall be at least 48 inches high and shall be constructed of metal posts and either orange construction fencing or metal mesh fencing also at least 48 inches high (Section 33.6.1). Job sites with violations of the fencing standards will be required to re-fence the job site with a high gauge metal fencing.
  2. No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas without prior approval from TRPA. Fences shall not be moved without prior approval (Section 33.6).
  3. To reduce soil disturbance and damage to vegetation, the area of disturbance during the construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance areas shall not exceed 12 feet from the footprint of the structure, parking area or cut/fill slope. The approved plans should show the fencing and approved exceptions (Section 36.2).
- H. Soil and construction material shall not be tracked off the construction site. Grading operations shall cease in the event that a danger of violating this condition exists. The site shall be cleaned up and road right-of-way swept clean when necessary.
- I. During grading and construction, environmental protection devices such as erosion control devices, dust control, and vegetation protection barriers shall be maintained.
- J. Loose soil mounds or surfaces shall be protected from wind or water erosion by being appropriately covered when construction is not in active progress or when required by TRPA.
- K. Excavated material shall be stored up grade from the excavated areas to the extent possible. No material shall be stored in any stream zone or wet areas.
- L. Only equipment of a size and type that, under prevailing site conditions, and considering the nature of the work to be performed, will do the least amount of damage to the environment shall be used.
- M. Limit idling time for diesel powered vehicles exceeding 10,000 GVW and self-propelled equipment exceeding 25 hp to no more than 15 minutes in Nevada and 5 minutes in California, or as otherwise required by state or local permits.
- N. Utilize existing power sources (e.g. power poles) or clean-fuel generators rather than temporary diesel power generators wherever feasible.
- O. No washing of vehicles or construction equipment, including cement mixers, shall be permitted anywhere on the subject property unless authorized by TRPA in writing.

- P. No vehicles or heavy equipment shall be allowed in any stream environment zone or wet areas, except as authorized by TRPA.
- Q. Locate construction staging areas as far as feasible from sensitive air pollution receptors (e.g. schools or hospitals).
- R. All construction sites shall be winterized by October 15 to reduce the water quality impacts associated with winter weather as follows:
  - 1. For the sites that will be inactive between October 15 and May 1:
    - (a) Temporary erosion controls shall be installed;
    - (b) Temporary vegetation protection fencing shall be installed;
    - (c) Disturbed areas shall be stabilized;
    - (d) Onsite construction slash and debris shall be cleaned up and removed;
    - (e) Where feasible, mechanical stabilization and drainage improvements shall be installed; and
    - (f) Spoil piles shall be removed from the site.
  - 2. For sites that will be active between October 15 and May 1, in addition to the above requirements:
    - (a) Permanent mechanical erosion control devices shall be installed, including paving of driveway and parking areas; and
    - (b) Parking of vehicles and storage of building materials shall be restricted to paved areas.

### III. GENERAL CONDITIONS/DESIGN STANDARDS:

- A. Projects approved by TRPA shall be subject to inspections by TRPA at any reasonable time. The permittee shall be responsible for making the project area accessible for inspection purposes. TRPA shall not be liable for any expense incurred by the permittee as a result of TRPA inspections.
- B. Construction shall be completed in accordance with an approved construction schedule. An extension of a completion schedule for a project may be granted provided the request is made in writing prior to the expiration of the completion schedule, a security is posted to ensure completion or abatement of the project, and TRPA makes either of the following findings:
  - 1. The project was diligently pursued, as defined in Subparagraph 2.2.4.C of the Code of Ordinances, during each building season (May 1 - October 15) since commencement of construction.
  - 2. That events beyond the control of the permittee, which may include engineering problems, labor disputes, natural disasters, or weather problems, have prevented diligent pursuit of the project.
- C. Water conservation appliances and fixtures shall be installed in all new facilities or, when replaced, in existing facilities: low flow flush toilets; low flow showerheads (3 gpm rated maximum flow); faucet aerators; and water-efficient appliances (e.g., washing machines and dishwashers).
- D. Water heaters shall not emit nitrogen oxides greater than 40 nanograms of nitrogen oxide (NO<sub>2</sub>) per joule of heat output.
- E. Space heaters shall not emit greater than 40 nanograms of nitrogen oxides (as NO<sub>2</sub>) per joule of useful heat delivered to the heated space.

- F. Wood heaters to be installed in the Region shall meet the safety regulations established by applicable city, county, and state codes. Coal shall not be used as a fuel source.
1. Emission Standards: Wood heaters installed in the Region shall not cause emissions of more than 7.5 grams of particulates per hour for noncatalytic wood heaters or 4.1 grams per hour for catalytically equipped wood heaters.
  2. Limitations: Wood heaters shall be sized appropriately for the space they are designed to serve. Multi-residential projects of five or more units, tourist accommodations, commercial, recreation and public service projects shall be limited to one wood heater per project area.
  3. List of Approved Heaters: TRPA shall maintain a list of wood heaters which may be installed in the Region. The list shall include the brand names, model number, description of the model and the name and address of the manufacturer. Wood heaters certified for use in either Colorado or Oregon shall be considered in compliance with 6(a), above.
- G. Construction materials shall be secured to prevent them from rolling, washing, or blowing off the project site. Rehabilitation and clean-up of the site following construction must include removal of all construction waste and debris.
- H. Plant species on the TRPA Recommended Native and Adapted Plant List shall be used for lawns and landscaping.
- I. The following sizes and spacing shall be required for woody plant materials at time of planting:
1. Trees shall be a minimum six feet tall or 1-1/2 inch caliper size or diameter at breast height;
  2. Shrubs shall be a minimum three gallon pot size where upright shrubs have a minimum height of 18 inches and a minimum spread of 18 inches; and spreading shrubs have a minimum spread of 18-24 inches.
  3. Groundcovers shall be a minimum four inch pot size or one gallon container and shall be maximum 24 inches on center spacing.
- J. Plant species not found on the TRPA Recommended Native and Adapted Plant List may be used for landscaping as accent plantings but shall be limited to borders, entryways, flower-beds, and other similar locations to provide accent to the overall native or adapted landscape design.
- K. The following exterior lighting standards shall apply:
1. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.
  2. Exterior lighting shall not be attached to trees except for Christmas season.
  3. Parking lot, walkway, and building lights shall be directed downward.
  4. Fixture mounting height shall be appropriate to the purpose. The height shall not exceed the limitations set forth in Chapter 37 of the Code.
  5. Outdoor lighting shall be used for purposes of illumination only, and shall not be designed for, or used as, an advertising display. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
  6. The commercial operation of searchlights for advertising or any other purpose is prohibited. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

- L. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 a.m. and 6:30 p.m.
- M. Engine doors shall remain closed during periods of operation except during necessary engine maintenance.
- N. Stationary equipment (e.g. generators or pumps) shall be located as far as feasible from noise-sensitive receptors and residential areas. Stationary equipment near sensitive noise receptors or residential areas shall be equipped with temporary sound barriers.
- O. Sonic pile driving shall be utilized instead of impact pile driving, wherever feasible. Pile driving holes shall be predrilled to the extent feasible subject to design engineer's approval.
- P. Fertilizer use on this property shall be managed to include the appropriate type of fertilizer, rate, and frequency of application to avoid release of excess nutrients and minimize use of fertilizer.
- Q. No trees shall be removed or trimmed without prior TRPA written approval unless otherwise specifically exempted under Chapter 2 of the Code of Ordinances.
- R. The architectural design of this project shall include elements that screen from public view all external mechanical equipment, including refuse enclosures, satellite receiving disks, communication equipment, and utility hardware on roofs, buildings or the ground. Roofs, including mechanical equipment and skylights, shall be constructed of nonglare finishes that minimize reflectivity.
- S. The permittee is responsible for insuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
- T. The adequacy of all required BMPs as shown on the final construction plans shall be confirmed at the time of the TRPA pre-grading inspection. Any required modifications, as determined by TPRA, shall be incorporated into the project permit at that time.
- U. It is the permittee's obligation to locate all subsurface facilities and/or utilities prior to any grading, dredging or other subsurface activity. The permittee is responsible for contacting the Northern Underground Service Alert (USA, usually known as USA DIGS 1-800-227-2600) prior to commencement of any activity on the site.
- V. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval or take other appropriate action.

**APPENDIX B2**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD-  
LAHONTAN REGION**

**BOARD ORDER R6T-2017-0010**

**STATE OF CALIFORNIA**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION**

**ORDER NO. R6T-2017-0010  
NPDES NO. CAG616001**

**RENEWED WASTE DISCHARGE REQUIREMENTS AND NATIONAL  
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT  
FOR  
STORM WATER/URBAN RUNOFF DISCHARGES FROM EL DORADO  
COUNTY, PLACER COUNTY, AND THE CITY OF SOUTH LAKE TAHOE  
WITHIN THE LAKE TAHOE HYDROLOGIC UNIT**

**FINDINGS**

The California Regional Water Quality Control Board, Lahontan Region (hereinafter referred to as the Water Board) finds that:

**A. Discharger Information and Permit History**

1. The City of South Lake Tahoe (City), El Dorado County, and Placer County discharge storm water/urban runoff to surface waters of the Lake Tahoe Hydrologic Unit (LTHU). These discharges occur within various hydrologic sub-areas (watersheds) throughout the LTHU. The City, El Dorado County, and Placer County are considered Co-Permittees under this National Pollutant Discharge Elimination System (NPDES) Permit and are referred to collectively as "Permittees".
2. These Renewed Waste Discharge Requirements and NPDES Permit for Storm Water/Urban Runoff Discharges from El Dorado County, Placer County, and the City of South Lake Tahoe will be referred to throughout this Order as the "Permit."
3. Prior to issuance of this Permit, storm water discharges from the Permit Area were covered under Order No. R6T-2011-0101A1, originally adopted by the Water Board on December 6, 2011 and amended on October 10, 2012.

Previously, the discharges were regulated by Order No. R6T-2005-0026, adopted by the Water Board in 2005 which replaced Order No. 6-00-82, adopted by the Water Board in 2000.

4. The Permittees submitted Reports of Waste Discharge and preliminary Pollutant Load Reduction Plans in June 2016 requesting renewal of waste discharge requirements under the NPDES program to permit

storm water discharges from municipal storm collection, conveyance, and treatment facilities within their jurisdictions.

## **B. Permit Area**

1. The jurisdictional areas of the City, El Dorado County, and Placer County that fall within the LTHU are considered the "Permit Area." The Permittees are responsible for all storm water/urban runoff discharges in the Lake Tahoe watershed within the LTHU of their respective City and Counties except for runoff generated and conveyed through facilities owned, operated and maintained by federal, state, regional, or local entities where Permittees lack legal jurisdiction. The Water Board recognizes the permittees should not be held responsible for such facilities and/or discharges.

The Water Board will coordinate with the entities not named in this Permit that operate storm drain facilities and/ or discharge storm water to storm drains and receiving waters covered by this NPDES Permit to implement programs that are consistent with the requirements of this Permit.

2. Permittees should work cooperatively to control the contribution from pollutants from one jurisdiction to an adjacent jurisdiction through inter-agency agreements or other formal arrangements.

## **C. Nature of Discharge**

1. Municipal point source runoff discharges from urbanized areas remain a leading cause of impairment of California surface waters. Urban runoff contains wastes, as defined in the California Water Code, and pollutants, as defined in the federal Clean Water Act, and adversely affects the waters of the State and their designated beneficial uses. The most common pollutant categories in urban runoff within the LTHU include total suspended solids, sediment (due to anthropogenic activities); pathogens (e.g., bacteria, viruses, protozoa); nutrients (e.g., nitrogen and phosphorus); oxygen demanding substances (decaying vegetation, animal waste); oil, grease, and other petroleum hydrocarbons; and trash. In general, the pollutants found in municipal storm water runoff can harm human health and aquatic ecosystems.
2. In addition, the high volumes and high velocities of storm water discharged from municipal separate storm sewer systems (MS4s) into receiving waters can adversely impact aquatic ecosystems and stream habitat and cause stream bank erosion and physical modifications. These changes are collectively termed "hydromodification".

3. Lake Tahoe's deep water transparency, as measured by the Secchi disk, has been declining since transparency measurement began in the late 1960's. The Lake Tahoe TMDL Report (November 2010) identified elevated levels of very fine sediment (particles less than 16 microns) and increased algal growth rates as the causes of transparency loss. Consequently, the primary pollutants of concern for storm water treatment in the LTHU are the number of fine sediment particles (less than 16 microns) and the mass of nutrients that support algal growth (total nitrogen and total phosphorus).
4. One of the leading sources of very fine sediment particles is roadways. To enhance the safety of motorists in the winter months, the Permittees' winter roadway operations include the application of traction abrasive and deicing materials. If not properly applied and recovered, traction abrasives can be a significant source of the pollutants of concern.
5. Storm water runoff within the Permittees jurisdiction generally flows into pipes and open channels and often passes through pretreatment vaults, treatment basins, and other treatment structures before being discharged to surface waters or land. This Permit describes all storm water management infrastructure maintained by the Permittees as "collection, conveyance, and treatment facilities". For purposes of this Permit, collection, conveyance, and treatment facilities are synonymous with "municipal separate storm sewer systems" or MS4s.

#### **D. Federal, State and Regional Regulations**

1. The Water Quality Act of 1987 added § 402(p) to the Clean Water Act (CWA) (33U.S.C. § 1251-1387). This section requires the United States Environmental Protection Agency (U.S. EPA) to establish regulations setting forth NPDES requirements for storm water discharges in two phases.
  - a. U.S. EPA Phase I storm water regulations were directed at MS4s serving a population of 100,000 or more, and storm water discharges associated with ten categories of industrial activities, including construction activities disturbing more than five acres. In addition, municipalities whose storm water discharges contribute to violations of water quality standards or is a significant contributor of pollutants to waters of the United States may also be issued a NPDES permit under Phase I. Consequently, some MS4s that serve a population below 100,000, such as the Permittees, were brought into the Phase I program by NPDES permitting authorities. The Phase 1 regulations were published on November 16, 1990 (55 Fed. Reg. 47990).

- b. U.S. EPA Phase II storm water regulations are directed at storm water discharges not covered in Phase I, including small MS4s (population of less than 100,000) in urbanized areas, small construction projects (less than five acres, but greater than one acre), municipal facilities with delayed coverage under the Intermodal Surface Transportation Efficiency Act of 1991, and other discharges for which the U.S. EPA Administrator or the State determines that the storm water discharge contributes to a violation of a water quality standard, or is a significant contributor of pollutants to waters of the U.S. The Phase II Final Rule was published on December 8, 1999 (64 Fed. Reg. 68722).
2. The CWA allows the U.S. EPA to authorize states with an approved environmental regulatory program to administer the NPDES program in lieu of the U.S. EPA. The State of California is an authorized State. The Porter-Cologne Water Quality Control Act (California Water Code) authorizes the State Water Resources Control Board (State Water Board), through the Regional Water Boards, to regulate and control the discharge of wastes that could affect the quality of waters of the State, including waters of the United States, and tributaries thereto.
3. Under CWA § 303(d), States are required to identify a list of impaired water bodies and develop and implement Total Maximum Daily Loads (TMDLs) for these waterbodies (33 USC § 1313(d)(1)). Lake Tahoe is listed on the CWA § 303(d) impaired water bodies list. On November 16, 2010 the Water Board adopted an amendment to its Water Quality Control Plan to incorporate a TMDL for Lake Tahoe. The amendment was approved by the State Water Board on April 19, 2011 and the TMDL was approved by the U.S. EPA on August 17, 2011. The Basin Plan amendment established pollutant load reduction requirements for urban storm water discharges for fine sediment particles, total nitrogen, and total phosphorus. Permit Section IV incorporates approved load reduction requirements as effluent limits for municipal storm water discharges in the LTHU and requires the preparation of Pollutant Load Reduction Plans to meet established waste load reduction requirements.
4. This Permit does not constitute an unfunded local government mandate subject to subvention under Article XIII B, Section (6) of the California Constitution for several reasons, including, but not limited to, the following.

First, the Permit does not impose a new program or higher level of service. This Permit continues the requirements of the 2011 permit largely unchanged, effectively continuing previously established TMDL

implementation requirements. The 2011 permit required the Permittees to meet the TMDL's load reduction requirements for all subsequent years based on updated baseline calculations, whether the requirements applied during or after the permit term. While the Permit establishes new interim targets for meeting the five-year load reductions, U.S. EPA and the Permittees agree the interim targets provide an effective means to track implementation progress and more effectively distribute the administrative burden associated with documenting load reduction progress. The interim targets (equal to one-half of the five-year load reductions required by the TMDL) will not require the Permittees to take actions they would not otherwise taken to comply with the TMDL targets. Established treatment facility and roadway assessment methods and targeted water quality sample collection provide a robust monitoring framework to align actual field conditions with modeled estimates. These modified requirements were developed in coordination with the State of Nevada, U.S. EPA and the Permittees, and are intended to be cost-neutral while more precisely representing progress toward improved Lake Tahoe's transparency and effectively protecting tributary water quality.

The Permit allows Permittees to establish inspection frequency for priority construction sites. Compared to the previous weekly inspection requirement, the new provision allows the Permittees to devote more resources to controlling discharges from the highest priority sites and provide an overall increase in the level of water quality protection without significantly increasing program costs.

Second, this Permit implements federally mandated requirements under CWA § 402, subdivision (p)(3)(B)(33 U.S.C. § 1342(p)(3)(B)). This includes federal requirements to (1) effectively prohibit non-storm water discharges; (2) reduce the discharge of pollutants to the maximum extent practicable by implementing management practices, control techniques, and system, design, and engineering methods; and (3) include such other provisions as the Administrator or the State determines appropriate for the control of such pollutants. The authority exercised under this Permit is not reserved state authority under the Clean Water Act's savings clause (cf. *Burbank v. State Water Resources Control Bd.* (2005) 35 Cal.4<sup>th</sup> 613, 627-628 [relying on 33 U.S.C. § 1370, which allows a state to develop requirements which are not "less stringent" than federal requirements]), but instead, is part of a federal mandate to develop pollutant reduction requirements for municipal separate storm sewer systems. To this extent, it is entirely federal authority that forms the legal basis to establish the permit provisions. (See, *City of Rancho Cucamonga v. Regional Water Quality Control Bd.-Santa Ana Region* (2006) 135 Cal.App.4<sup>th</sup> 1377,

1389; *Building Industry Ass'n of San Diego County v. State Water Resources Control Bd.* (2004) 124 Cal.App.4th 866, 882-883.)

Likewise, this Permit implements federally mandated requirements under 303(d) of the CWA and section 122.44(d)(1)(vii)(B) of the Code of Federal Regulations. Specifically, the provisions of this Permit to implement the Lake Tahoe TMDL are federal mandates. The CWA requires TMDLs to be developed for waterbodies that do not meet federal water quality standards (33 U.S.C. § 1313(d)). Once the U.S. EPA or a state develops a TMDL, federal law requires that permits must contain effluent limitations consistent with the assumptions and requirements of any applicable waste load allocation. (40 CFR 122.44(d)(1)(vii)(B)).

Third, the Permittees' obligations under this Permit are similar to, and in many respects less stringent than, the obligations of non-governmental dischargers who are issued NPDES permits for storm water discharges. With a few inapplicable exceptions, the Clean Water Act regulates the discharge of pollutants from point sources (33 U.S.C. § 1342) and the Porter-Cologne regulates the discharge of waste (Water Code, § 13263), both without regard to the source of the pollutant or waste. As a result, the "costs incurred by local agencies" to protect water quality reflect an overarching regulatory scheme that places similar requirements on governmental and nongovernmental dischargers. (See *County of Los Angeles v. State of California* (1987) 43 Cal.3d 46, 57-58 [finding that comprehensive workers compensation scheme did not create a cost for local agencies that was subject to state subvention].)

The Clean Water Act and the Porter-Cologne Water Quality Control Act largely regulate storm water with an even hand, but to the extent there is any relaxation of this even-handed regulation, it is in favor of the local agencies. Except for municipal separate storm sewer systems, the Clean Water Act requires point source dischargers, including discharges of storm water associated with industrial or construction activity, to comply strictly with water quality standards. (33 U.S.C. § 1311(b)(1)(C), *Defenders of Wildlife v. Browner* (1999) 191 F.3d 1159, 1164-1165 [noting that industrial storm water discharges must strictly comply with water quality standards].) As discussed in prior State Water Resources Control Board decisions, in many respects this Permit does not require strict compliance with water quality standards. (SWRCB Order No. WQ 2001-15, p. 7.) The Permit, therefore, regulates the discharge of waste in municipal storm water more leniently than the discharge of waste from non-governmental sources.

Fourth, the Permittees have the authority to levy service charges, fees, or assessments sufficient to pay for compliance with this Order subject

to certain voting requirements contained in the California Constitution. (See California Constitution XIII D, section 6, subdivision (c); see also *Howard Jarvis Taxpayers Association v. City of Salinas* (2002) 98 Cal. App. 4th 1351, 1358-1359.). The ability of a local agency to defray the cost of a program without raising taxes indicates that a program does not entail a cost subject to subvention. (*County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487-488.)

Fifth, the Permittees have requested permit coverage in lieu of compliance with the complete prohibition against the discharge of pollutants contained in federal Clean Water Act section 301, subdivision (a) (33 U.S.C. § 1311(a)). To the extent that the local agencies have voluntarily availed themselves of the permit, the program is not a state mandate. (Accord *County of San Diego v. State of California* (1997) 15 Cal.4th 68, 107-108.) The local agencies' voluntary decision to file a report of waste discharge proposing a program based permit is a voluntary decision not subject to subvention. (See *Environmental Defense Center v. USEPA* (9th Cir. 2003) 344 F.3d 832, 845-848.)

Sixth, the local agencies' responsibility for preventing discharges of waste that can create conditions of pollution or nuisance from conveyances that are within their ownership or control under state law predates the enactment of Article XIII B, Section (6) of the California Constitution.

5. The Water Board adopted a Water Quality Control Plan (Basin Plan) for the Lahontan Region on March 31, 1995. The Basin Plan specifies the beneficial uses of water bodies within the LTHU and contains both narrative and numerical water quality objectives for these waters. The following beneficial uses identified in the Basin Plan apply to all watersheds covered by this Permit:
  - a. Municipal and domestic supply,
  - b. Agricultural supply,
  - c. Water contact recreation,
  - d. Non-contact water recreation,
  - e. Ground water recharge,
  - f. Freshwater replenishment,
  - g. Navigation,
  - h. Commercial and sport fishing,
  - i. Cold freshwater habitat,
  - j. Wildlife habitat,
  - k. Preservation of biological habitats of special significance,
  - l. Rare, threatened, or endangered species,
  - m. Migration of aquatic organisms,
  - n. Spawning, reproduction, and development,

- o. Water quality enhancement, and
  - p. Flood peak attenuation/flood water storage
6. State Water Board Resolution No. 68-16 contains the state Antidegradation Policy, titled "Statement of Policy with Respect to Maintaining High Quality Waters in California" (Resolution 68-16), which applies to all waters of the state, including ground waters of the state, whose quality meets or exceeds (is better than) water quality objectives. Resolution No. 68-16 is considered to incorporate the federal Antidegradation Policy (40 CFR131.12) where the federal policy applies, (State Water Board Order WQO 86-17). Administrative policies that implement both federal and state antidegradation policies acknowledge that an activity that results in a minor water quality lowering, even if incrementally small, can result in violation of Antidegradation Policies through cumulative effects, for example, when the waste is a cumulative, persistent, or bioaccumulative pollutant.

Federal Antidegradation Policy (40 CFR131.12) states that the State shall develop and adopt a statewide antidegradation policy and identify the methods for implementing such policy pursuant to this subpart. The antidegradation policy and implementation methods shall, at a minimum, be consistent with the following:

- a. Existing instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.
- b. Where the quality of the waters exceed levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water, that quality shall be maintained and protected unless the State finds, after full satisfaction of the intergovernmental coordination and public participation provisions of the State's continuing planning process, that allowing lower water quality is necessary to accommodate important economic or social development in the area in which the waters are located. In allowing such degradation or lower water quality, the State shall assure water quality adequate to protect existing uses fully.
- c. Where high quality waters constitute an outstanding National resource, including waters of exceptional recreational or ecological significance like Lake Tahoe, that water quality shall be maintained and protected.

The proposed Permit requirements are consistent with both state and federal antidegradation policies. Permittees storm water management and pollutant load reduction plan actions will reduce pollutant loading

to Lake Tahoe consistent with established TMDL requirements to maintain and improve water quality.

7. The requirements in this Permit may be more specific or detailed than those enumerated in federal regulations under 40 CFR122.26 or in U.S. EPA guidance. However, the requirements have been designed to implement and be consistent with the federal statutory mandates described in CWA § 402(p)(3)(B)(ii) and (iii) and the related federal regulations and to implement the TMDL for Lake Tahoe through the implementation of the pollutant load reduction requirements for urban storm water discharges for fine sediment particles, total nitrogen, and total phosphorus. Consistent with federal law, all of the conditions in this permit could have been included in a permit adopted by U.S. EPA in the absence of the in lieu authority of California to issue NPDES permits.
8. On April 7, 2015 the State Water Board adopted an Amendment to the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries that added "Final Part 1 Trash Provisions" (Trash Amendments). The Trash Amendments require the Water Board to implement these new provisions through NPDES permits issued pursuant to Federal Clean Water Act section 402(p), including this Permit. The Trash Amendments give the Water Board two options for implementation, either of which must commence within 18 months of the Trash Amendments' effective date, December 2, 2015:
  - a. Modify, re-issue, or adopt NPDES permits to add requirements to implement the Trash Amendments. Within three months of the effective date of the applicable permit, Permittees must select from the Trash Amendments' two methods of compliance and notify the Water Board of its selection.
  - b. Issue orders pursuant to Water Code section 13267 or 13383 requiring each Permittee to submit, within three months from receipt of the orders, written notice to the Water Board selecting from the Trash Amendments' two methods of compliance.

The Water Board intends to implement the Trash Amendments pursuant to Option b, above. The effective date of this Permit therefore does not trigger a three-month deadline for Permittees to notify the Water Board of a compliance method under the Trash Amendments.

#### **E. Storm Water Management Programs**

1. Previous Permits required the Permittees to develop and implement comprehensive, activity-based storm water management programs

that include construction, commercial, industrial, and residential site controls coupled with a facilities inspection program and thorough public outreach and education plans.

2. Previously submitted Storm Water Management Plans adequately describe Permittees' programs and associated control measures. Although there is no current need to revise the previously submitted plans, Permittees may need to make programmatic adjustments to reflect future conditions.

#### **F. Total Maximum Daily Loads – Lake Tahoe**

1. On November 16, 2010 the Water Board adopted Resolution R6T-2010-0058, amending the Basin Plan to incorporate the Total Maximum Daily Load (TMDL) for sediment and nutrients for Lake Tahoe to restore Lake Tahoe to meet the lake's deep water transparency water quality objective. The TMDL identified pollutant loads by source category, set load allocations at a basin-wide scale, and identified an implementation plan for achieving needed sediment and nutrient load reductions.
2. The approved Basin Plan amendment requires the Permittees and the California Department of Transportation (CalTrans) to meet pollutant load reduction requirements specified by the Lake Tahoe TMDL. Pollutant load allocation tables are included in Attachment B of this Permit. The Basin Plan acknowledges that these agencies will likely consider a variety of alternative treatment options, roadway operations practices, and local ordinances to reduce average annual pollutant loads to meet load reduction requirements.
3. The Permit incorporates numeric and narrative effluent limitations consistent with 40 CFR 122.44(d) that implement Lake Tahoe TMDL pollutant load reduction requirements. The approved Basin Plan amendment replaced some of the concentration-based storm water effluent limits with effluent limits expressed as annual average pollutant load reduction requirements for the primary pollutants of concern.
4. The Basin Plan amendment and the Lake Tahoe TMDL require Lake Tahoe basin municipalities and CalTrans to develop and implement comprehensive Pollutant Load Reduction Plans (PLRPs) to describe how proposed operations and maintenance activities, capital improvements, facilities retrofit projects, ordinance enforcement, and other actions are expected to meet required pollutant load reduction requirements. PLRPs provide the Permittees the opportunity to prioritize pollutant load reduction efforts and target sub-watersheds that generate the highest annual average pollutant loads.

5. Permittees have primarily relied upon state and federal grant sources to fund water quality improvement infrastructure programs and generally use in-house resources for water quality operations and maintenance practices. As of December 2016 there are fewer grant funds available and economic conditions have negatively impacted local government budgets. Consequently, Permittees need to (1) effectively prioritize future infrastructure and operations and maintenance actions to maximize pollutant load reductions that can be achieved with available funding; and (2) work to establish dedicated storm water program revenue sources.
6. The Water Board developed the Lake Clarity Crediting Program (see Attachment D) to establish protocols for accounting and tracking pollutant load reductions within the urban environment.
7. The Lake Tahoe TMDL baseline pollutant loading and load reduction requirements are provided as average annual estimates. For consistency with the TMDL requirements, the Lake Clarity Crediting Program uses average annual pollutant load estimates generated by numeric models. Verification of field conditions and water quality monitoring are needed to ensure that on-the-ground, measured variables are in line with model input parameters and that measured pollutant loading is consistent with modeled estimates.
8. Prior to previous Permit adoption, the Permittees developed jurisdiction-specific baseline load estimates for the Lake Tahoe TMDL pollutants of concern. The submitted baseline pollutant load estimates provided the basis for translating percentage based pollutant load reduction requirements defined by the TMDL into jurisdiction-specific, particle and mass-based pollutant load reduction requirements.
9. The modeling tool used to initially estimate baseline pollutant loads was refined as part of a stakeholder-driven TMDL tool improvement process. A revised model was released in May 2015. The Permittees have used the revised model (Pollutant Load Reduction Model Version 2.1) to update the previously developed jurisdiction-specific fine sediment particle, total nitrogen, and total phosphorus baseline load estimates.
10. The Lake Tahoe TMDL requires new development and re-development project proponents and private property retrofit efforts to first consider opportunities to infiltrate storm water runoff from impervious surfaces. At a minimum, permanent storm water infiltration facilities must be designed and constructed to infiltrate runoff generated by the 20 year, 1-hour storm, which equates to approximately one inch of runoff over

all impervious surfaces during a 1-hour period. Infiltrating runoff volumes generated by the 20 year, 1-hour storm may not be possible in some locations due to shallow depth to seasonal groundwater levels, unfavorable soil conditions, or other site constraints such as existing infrastructure or rock outcroppings. In the event that site constraints prohibit opportunities to infiltrate the runoff volume generated by a 20 year, 1-hour storm, project proponents must either (1) meet the numeric effluent limits contained in Basin Plan Table 5.6-1, or (2) document coordination with one of the Permittees or CalTrans to demonstrate that storm water treatment facilities treating private property discharges and public right-of-way storm water are sufficient to meet the Permittees' or CalTrans'; average annual fine sediment and nutrient load reduction requirements.

11. The Basin Plan amendment and the Lake Tahoe TMDL require municipalities to demonstrate on a catchment (i.e. sub-watershed) basis that no increased loading in fine sediment particle, total nitrogen, and total phosphorus will result from any land-disturbing activity permitted in the catchment. The permit includes a narrative effluent limitation to implement this provision.

12. The Basin Plan amendment recognizes the need for a comprehensive program to adaptively manage the Lake Tahoe TMDL program. Future research and monitoring findings, coupled with implementation experience and fiscal realities, may cause the Water Board to revisit the Lake Tahoe TMDL and associated regulatory activities. The Lake Tahoe TMDL Management System provides the framework for synthesizing and reporting new information and for identifying the need for policy changes.

The Basin Plan amendment further acknowledges the need for adaptive management of the Lake Tahoe TMDL program by explicitly stating "should funding and implementation constraints impact the ability to meet the load reduction milestones, the Regional Board will consider amending the implementation plan and load reduction schedules."

#### **G. Public Notification**

1. The issuance of waste discharge requirements pursuant to California Water Code section 13370 et seq. is exempt from the California Environmental Quality Act in accordance with California Water Code section 13389. *County of Los Angeles et al., v. California Water Boards et al.*, (2006), 143 Cal.App.4th 985.

2. The Water Board has notified the Permittees, and interested agencies and persons of its intent to issue waste discharge requirements for this discharge, and has provided them with an opportunity to make statements and submit their comments.
3. This Permit shall serve as a NPDES permit, pursuant to CWA § 402, and shall take effect 90 days from Order adoption date provided the Regional Administrator of the U.S. EPA has no objections.
4. Pursuant to Cal. Water Code § 13320, any aggrieved party may seek review of this Permit by filing a petition with the State Board within 30 days of the date of adoption of the Permit by the Regional Water Board. A petition must be sent to:

State Water Resources Control Board  
Office of the Chief Counsel  
P.O. Box 100  
Sacramento, CA 95812-0100

5. This Permit may be modified or alternatively revoked or reissued prior to its expiration date or any administrative extension thereto, in accordance with 40 CFR122.41(f) and 122.62.

**IT IS HEREBY ORDERED** that Order No. R6T-2011-0101A is rescinded, and to meet the provisions contained in Division 7 of the Cal. Water Code and regulations adopted thereunder, and the provisions of the CWA and regulations adopted thereunder, the Permittees shall comply with the following:

**I. Non-Storm Water Discharges**

- A. The Permittees shall, within their respective jurisdictions, effectively prohibit non-storm water discharges into its collection, conveyance, and treatment facilities and receiving waters, except where such discharges:
  1. Originate from a State, Federal, or other source for which they are pre-empted from regulating by State or Federal law; or
  2. Are covered by a separate individual or general NPDES permit, or conditional waivers; or
  3. Flows from firefighting activities.
- B. Pursuant to 40 CFR 122.26(d)(2)(iv)(B)(1) the following categories of non-storm water discharges need only be prohibited from entering the Permittees storm water collection, conveyance, and treatment facilities and receiving waters if such categories of discharges are identified by the Permittee (in its

SWMP) as a source of pollutants to waters of the United States and the State of California:

1. Waterline flushing
2. Landscape irrigation
3. Diverted stream flows
4. Rising groundwater
5. Uncontaminated groundwater infiltration [as defined by 40 CFR 35.2005(20)]
6. Uncontaminated pumped groundwater
7. Discharges from potable water sources
8. Fountain drains
9. Air conditioning condensation
10. Irrigation water
11. Springs
12. Water from crawl space pumps
13. Footing drains
14. Individual residential car washing
15. Flows from riparian habitats and wetlands
16. Dechlorinated swimming pool and spa discharges

- C. When a non-storm water discharge category listed above is identified as a source of pollutants to waters of the State, Permittees shall either:
1. Prohibit the discharge category from entering its storm water collection, conveyance, and treatment system; or
  2. Authorize the discharge category and require implementation of appropriate or additional Best Management Practices to ensure that the discharge will not be a source of pollutants; or
  3. Require or obtain coverage under separate Regional or State Water Board permit for the discharge.

## **II. Other Prohibitions**

- A. Unless specifically granted, authorization pursuant to this Permit does not constitute an exemption to applicable discharge prohibitions prescribed in the Basin Plan.
- B. Discharges from the Permittees' collection, conveyance, and treatment facilities that cause or contribute to a violation of narrative or numeric water quality standards or objectives, as listed in Attachment E and F, are prohibited.

- C. Discharges from the Permittees' collection, conveyance, and treatment facilities shall not cause or contribute to a condition of nuisance.
- D. Storm water discharges regulated by this Permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and/or 40 CFR Part 302.
- E. The removal of vegetation or disturbance of ground surface conditions between October 15 of any year and May 1 of the following year is prohibited. Where it can be shown that granting a variance would not cause or contribute to the degradation of water quality, a variance to the dates stated above may be granted in writing by the Executive Officer.
- F. The discharge attributable to human activities of any waste or deleterious material to surface waters of the LTHU is prohibited.
- G. The discharge attributable to human activities of any waste or deleterious material to lands below the high-water rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.
- H. The discharge attributable to human activities of any waste or deleterious material to Stream Environment Zones (SEZs) in the LTHU is prohibited.
- I. Waste discharge prohibitions in this Section do not apply to discharges of storm water when wastes in the discharge are controlled through the application of management practices or other means and the discharge does not cause a violation of water quality objectives.

### **III. Storm Water Program Implementation**

#### **A. Legal Authority**

- 1. Permittees shall maintain adequate legal authority to:
  - a. Prohibit illicit connections and illicit discharges to its collection, conveyance, and treatment facilities,
  - b. Prohibit the discharge of non-storm water to the Permittees' storm water collection, conveyance, and treatment facilities.
  - c. Control through interagency agreement, the contribution of pollutants from one municipal jurisdiction to another
  - d. Require persons within their jurisdiction to comply with conditions in the Permittees' ordinances, permits, or orders (i.e. hold dischargers to

its collection, conveyance, and treatment facilities accountable for their contributions of pollutants and flows)

- e. Remove illicit connections to public storm water collection, conveyance, and treatment facilities
  - f. Control the discharge of spills, dumping, or material disposal other than storm water to public storm water collection, conveyance, and treatment facilities
  - g. Utilize enforcement measures (e.g., stop work orders, notice of violations, fines, referral to City, County, and/ or District Attorneys, etc.) by ordinances, permits, contracts, orders, administrative authority, and civil and criminal prosecution to enforce Permit requirements
  - h. Control the quality of storm water runoff from industrial and construction sites
  - i. Carry out all inspections, surveillance and monitoring procedures necessary to determine compliance and non-compliance with permit conditions including the prohibition on illicit discharges.
  - j. Require the use of control measures to prevent or reduce the discharge of pollutants to the maximum extent practicable.
2. No later than **March 15, 2018** each Permittee shall submit a statement certified by its legal counsel confirming the Permittee possesses all necessary legal authority to comply with this Permit. The statement shall include:
- a. Identification of all departments within the jurisdiction that conduct urban runoff related activities and their roles and responsibilities under this Order.
  - b. Citation of urban runoff related ordinances and the reasons they are enforceable.
  - c. Identification of the local administrative and legal procedures available to mandate compliance with urban runoff related ordinances.
  - d. Description of how these ordinances or other legal mechanisms are implemented and actions taken can be appealed.
  - e. Description of how the municipality can issue administrative orders and injunctions, or if it must go through the court system for enforcement actions.

**B. Storm Water Management Program**

Federal Regulations (40 CFR 122.26(d)(2)(iv)) require the Permittees to develop and implement a Storm Water Management Program (SWMP) during the term of this Order. Each Permittee shall maintain and implement a SWMP to include components 1-9 below.

**1. Construction Component**

Each Permittee shall implement a Construction Component of its SWMP to reduce pollutants in runoff from construction sites that involve more than three cubic yards of soil disturbance during all construction phases. The SWMP shall include a description of procedures for identifying inspection priorities and enforcing control measures. At a minimum the construction component shall address the following:

**a. Construction Site Inventory**

Permittees shall develop and update, at least annually, a complete inventory of construction sites within its jurisdiction that involve more than three cubic yards of soil disturbance. This requirement is applicable to all construction sites regardless of whether the construction site is subject to the Water Board's General Construction Permit (Order R6T-2016-0010). The use of a Geographical Information System (GIS) database is highly recommended, but not required.

**b. Construction Site Outreach**

Permittees shall conduct construction site outreach efforts that include, at a minimum, measures to educate construction site operators about local ordinance and other regulatory requirements and applicable enforcement mechanisms prior to construction commencement.

**c. Construction Site Prioritization and Inspection**

Permittees shall develop a prioritization process for its watershed-based inventory (developed pursuant to III.B.1.a above) by threat to water quality. Each construction site shall be classified as a high, medium, or low threat to water quality. In evaluating threat to water quality each Permittee shall consider (1) the magnitude of fine sediment particle discharge potential; (2) site slope; (3) project size and type; (4) stage of construction; (5) proximity and connectivity to

receiving water bodies; and (6) any other factors the Permittee deems relevant.

Each Permittee shall conduct construction site inspections for compliance with its ordinances (grading, storm water, etc.), permits (construction, grading, etc.), and discharge prohibitions contained in this Permit in accordance with Section II.B of the Monitoring and Reporting Program (Attachment C). Inspections shall include review of site erosion control and BMP implementation plans. Inspection frequencies and priorities shall be determined by the threat to water quality prioritization.

d. Construction Site Enforcement

Permittees shall enforce their storm water ordinances and other regulatory mechanisms for all construction sites to maintain compliance with local ordinances and discharge prohibitions contained in this Permit. Permittees shall document any non-compliance with Permit or ordinance requirements and report identified compliance issues as part of their Annual Report as described under Section IV.C of the Monitoring and Reporting Program (Attachment C).

Each Permittee shall follow up on identified compliance issues and take actions necessary for construction sites to comply with Permit requirements.

e. Oversight by Others

Permittees may make use of construction site outreach, inspection, and enforcement actions taken by other responsible agencies (such as the Tahoe Regional Planning Agency or the Water Board). If a Permittee chooses to use the efforts of other agencies to meet Permit requirements, Permittees must provide detailed documentation of the outreach, inspection, and/or enforcement action taken by others.

2. Commercial, Industrial, Municipal and Residential Component

Each Permittee shall implement SWMP elements to reduce, to the maximum extent practicable, pollutants in runoff from commercial, industrial, municipal, and residential properties within its jurisdiction. The purpose of this component is to identify potential pollutant sources, prioritize existing or potential water quality threats associated with different land uses, and provide outreach, education, and

enforcement measures to reduce and/or eliminate storm water pollution from these sources.

a. Commercial, Industrial, and Municipal Site Inventory and Prioritization

Each Permittee shall develop and annually update an inventory of high priority commercial, industrial, and municipal activities and pollutant sources. The high priority commercial, industrial, and municipal site inventory shall consider including the following business types and activities:

- (1) Automobile mechanical repair, maintenance, or cleaning;
- (2) Automobile and other vehicle body repair or painting;
- (3) Retail or wholesale fueling;
- (4) Eating or drinking establishments;
- (5) Mobile carpet, drape or furniture cleaning;
- (6) Concrete mixing or cutting;
- (7) Painting and coating;
- (8) Mobile pool and spa cleaning;
- (9) Snow removal and storage activities;
- (10) Parking areas with more than 30 parking spaces;
- (11) Off-pavement parking and storage yards;
- (12) Municipal maintenance yards.

The use of a Geographical Information System (GIS) database is highly recommended, but not required.

b. Commercial, Industrial, and Municipal Site Outreach

Permittee outreach efforts shall include, at a minimum, educating commercial, industrial, and municipal site operators about local ordinances and other regulatory measure and associated tiered enforcement mechanisms applicable to commercial, industrial, or municipal site runoff problems.

c. Commercial, Industrial, and Municipal Site Inspections

Each Permittee shall implement a program to inspect high priority commercial, industrial, and municipal sites at least once per year in accordance with Section II.C of the Monitoring and Reporting Program (Attachment C).

## d. Commercial, Industrial, and Municipal Site Enforcement

Permittees shall enforce their storm water ordinances and other regulatory mechanisms for all commercial, industrial, and municipal sites to maintain compliance with applicable local ordinances and discharge prohibitions contained in this Permit. Permittees shall document any non-compliance with ordinance and/or Permit requirements and report inspection findings as part of their Annual Report as described under Section IV.D of the Monitoring and Reporting Program (Attachment C).

Each Permittee shall follow up on inspection findings and take actions necessary for commercial, industrial, and municipal sites to comply with Permit and local ordinance requirements.

## e. Oversight by Others

Permittees may make use of commercial and industrial site outreach, inspection, and enforcement actions taken by other responsible agencies (such as the Tahoe Regional Planning Agency or the Water Board). If a Permittee chooses to use the efforts of other agencies to meet Permit requirements, Permittees must provide detailed documentation of the outreach, inspection, and/or enforcement action taken by others.

## f. Residential Property – Outreach and Education

Each Permittee shall identify high priority residential areas and activities continue to implement targeted outreach and education activities. These areas/activities should include:

- (1) Automobile repair and maintenance;
- (2) Off-pavement automobile parking;
- (3) Home and garden care activities and product use (pesticides, herbicides, and fertilizers);
- (4) Disposal of household hazardous waste (e.g., paints, cleaning products);
- (5) Snow removal activities

Outreach program should include coordination with other Lake Tahoe Basin agencies involved with BMP implementation, including but not limited to the Tahoe Resource Conservation District and the Tahoe Regional Planning Agency Erosion Control Team.

### 3. Storm Water Facilities Inspection Component

Each Permittee shall develop and implement an inspection program to assess the condition of its storm water collection, conveyance and treatment facilities and identify maintenance needs on a catchment, or sub-watershed basis in accordance with the following requirements, and Section II.A of the Monitoring and Reporting Program (Attachment C).

- a. Each Permittee shall inspect its storm water collection, conveyance and treatment systems at least once annually and maintain a database of inspection findings.
- b. As part of its storm water collection, conveyance, and treatment system inspections, each Permittee shall evaluate and identify potential pollutant sources including but not limited to: private property/residential runoff, commercial site runoff, eroding cut slopes, eroding road shoulders, intercepted groundwater discharges, excessive traction abrasive application, and construction site tracking.
- c. Each Permittee shall document and prioritize identified maintenance needs and perform needed maintenance to ensure storm water systems effectively collect, convey, and treat urban runoff as designed.

### 4. Illicit Discharge Detection and Elimination Component

Permittees shall implement an Illicit Discharge Detection and Elimination Component containing measures to actively seek and eliminate illicit discharges and connections. At a minimum the Illicit Discharge Detection and Elimination Component shall include the following elements:

- a. Each Permittee shall visually inspect all storm water collection, conveyance, and treatment systems at least once annually as described in Section II.A of the Monitoring and Reporting Program (Attachment C) for evidence of illicit discharges, illicit connections, or other sources of non-storm water discharges.
- b. Each Permittee shall establish and implement a program to investigate and inspect any portion of the storm water collection and conveyance system that indicates a reasonable potential for illicit discharges, illicit connections, or other sources of non-storm water. Each Permittee shall establish criteria to identify portions of the system where follow-up investigations are needed to determine

whether illicit discharges, illicit connections, or other sources of non-storm water have occurred or are likely to occur.

- c. Each Permittee shall implement and enforce its ordinances, orders, or other legal authority or regulatory mechanism to prevent and eliminate illicit discharges and connections to its storm water collection and conveyance system.
- d. Each Permittee shall promote, publicize and facilitate public reporting of illicit discharges or water quality impacts associated with discharges into or from its storm water collection and conveyance system. Each Permittee shall facilitate public reporting through development and operation of a public hotline. Public hotlines can be Permittee-specific or shared by Permittees. All storm water hotlines should be capable of receiving reports in both English and Spanish 24 hours per day, seven days per week. Permittees shall respond to and resolve each reported incident. Each Permittee shall keep a record of all reported incidents and how each was resolved.

5. New Development and Redevelopment Component

For new development and redevelopment projects, Permittees shall require project proponents to incorporate permanent storm water treatment facilities that are designed to infiltrate, at a minimum, runoff generated by the 20 year, 1-hour storm, or approximately one inch of runoff over all impervious surfaces during a 1-hour period.

If infiltrating the entire volume of the 20 year, 1-hour storm is not possible at a given new development or redevelopment site, the Permittee shall require project proponents to infiltrate as much runoff as possible and either:

- a. Document how the project proponent will treat runoff to meet the numeric effluent limits described in Table III.B.1 below; or
- b. Document coordination with the project proponent to demonstrate that shared storm water treatment facilities treating private property discharges and public right-of-way storm water are sufficient to meet the municipality's average annual fine sediment and nutrient load reduction requirements described in Section IV.B of this Permit.

Table III.B.1 – Numeric effluent limits for runoff discharges

<u>Constituent</u>	<u>Units</u>	<u>Land Treatment/ Infiltration Systems</u>	<u>Surface Waters</u>
Total Nitrogen	mg/L as N	5.0	0.5
Total Phosphorus	mg/L as P	1.0	0.1
Turbidity	NTU	200	20
Oil and Grease	mg/L	40	2.0
Total Iron	mg/L	4.0	0.5

#### 6. Public Education Component

Permittees shall implement a public education program using any appropriate media to increase the community's knowledge of the effect of urban runoff on surface waters and the measures the public can take to help control storm water pollution and encourage behavior to reduce pollutant discharges.

#### 7. Municipal Personnel Training and Education Component

Permittees shall ensure that all municipal personnel and contractors responsible for implementing Permit requirements, for operating municipal facilities covered under Section III.B.2 of this Permit, and for conducting inspections required under Section III.B1-5 of this Permit are adequately trained and educated to perform such tasks.

#### 8. Fiscal Analysis

Each Permittee shall conduct a fiscal analysis of its urban runoff management program in its entirety, including development and implementation of both SWMP and Pollutant Load Reduction Plans (IV.C below), along with operations and maintenances costs. Such analysis shall include a description of the source(s) of funds that are proposed to meet the necessary expenditures, including legal restrictions on the use of such funds.

### **IV. Lake Tahoe Total Maximum Daily Load Implementation – Pollutant Load Reduction Requirements**

#### A. Baseline Pollutant Loads

The Lake Tahoe TMDL expresses waste load allocations for the urban upland source, including discharges from the Permittee's municipal storm water collection, conveyance, and treatment facilities, as percent reductions from a basin-wide baseline load. The baseline basin-wide pollutant loads for the

TMDL reflect conditions as of water year 2003/2004 (October 1, 2003 – September 30, 2004), hereafter referred to as “baseline”.

To translate basin-wide urban runoff load reduction requirements into jurisdiction-specific load reduction requirements, the Permittees have conducted jurisdiction-scale baseline load analyses using the most up-to-date version of the Pollutant Load Reduction Model (Version 2.1). The submitted baseline pollutant load estimates are the basis for the particle number- and mass-based effluent limits in this Permit (Table IV.B.1).

Permittees may gather additional information in the future to enhance the accuracy of the baseline load analysis. Similarly, numeric models used to estimate pollutant loads may be improved over time. Should a Permittee determine that updated load estimation tools or other information are expected to change its baseline pollutant load estimate, they may request the Water Board amend its baseline load estimate. Requests for baseline load estimate amendment must include a description of any new information informing the estimate, the magnitude of the proposed adjustment, and a discussion of how the baseline load estimate adjustment will (or will not) change the Permittees Pollutant Load Reduction Plan.

#### B. Pollutant Load Reduction Requirements and Water Quality-Based Effluent Limits

For the second five-year TMDL milestone, jurisdiction-specific waste load reduction requirements, incorporated into this Permit as average annual particle number- and mass-based effluent limits (Table IV.B.1), are calculated by multiplying the percent reduction specified for the urban uplands source category for each pollutant by each jurisdiction’s individual baseline load.

Each jurisdiction must reduce fine sediment particle (FSP), total phosphorus (TP), and total nitrogen (TN) loads by 21%, 14%, and 14%, respectively, by **September 30, 2020.**

**Table IV.B.1 – Maximum average annual particle number- and mass-based effluent limits for Fine Sediment Particles (FSP) Total Phosphorus (TP) and Total Nitrogen (TN) to meet the second five-year TMDL milestone**

Jurisdiction	Baseline FSP (# of particles)	FSP Allowable Load	Baseline TP (lbs/year)	TP Allowable Load	Baseline TN (lbs/year)	TN Allowable Load
El Dorado County	1.63E19	1.29E19	1,170	1,006	4,170	3,586
Placer County	2.64E19	2.09E19	2,280	1,961	8,860	7620
City of South Lake Tahoe	2.44E19	1.93E19	2,063	1,774	8,185	7039

Pollutant load reductions shall be measured in accordance with the processes outlined in the Lake Clarity Crediting Program Handbook (Attachment D). To demonstrate compliance with the average annual fine sediment particle pollutant load reduction requirements outlined in Table IV.B.1, each Permittee must earn and maintain Lake Clarity Credits in accordance with Table IV.B.2 for the 2020 water year (October 1, 2019 - September 30, 2020), and for subsequent water years.

To demonstrate interim progress at achieving required pollutant load reductions, each Permittee shall earn and maintain enough Lake Clarity Credits to demonstrate a 15% FSP reduction as specified in Table IV.B.2 below by **September 30, 2018** and for subsequent water years.

**Table IV.B.2 – Minimum Lake Clarity Credit Requirements**

Jurisdiction	Interim Lake Clarity Credit* Requirement (Sept. 30, 2018)	Second 5-year Lake Clarity Credit* Requirement (Sept. 30, 2020)
El Dorado County	245	342
Placer County	396	554
City of South Lake Tahoe	372	521

\*The Lake Clarity Crediting Program Handbook defines one (1) Lake Clarity Credit as equal to  $1.0 \times 10^{16}$  fine sediment particles with a diameter less than 16 micrometers

To ultimately achieve the deep water transparency standard, Permittees shall reduce FSP, TP, and TN loading according to the requirements in the Lake Tahoe TMDL outlined for the "Urban Upland" pollutant source (Attachment B). In accordance with the TMDL, incremental pollutant load reductions will result in attaining the deep water transparency standard by the year 2076.

#### C. Pollutant Load Reduction Plans

Each Permittee shall update previously submitted Pollutant Load Reduction Plans (PLRPs) to describe how it expects to meet the pollutant load reduction requirements described in Section IV.B above. Permittees shall submit an updated plan no later than **March 15, 2018** that shall include, at a minimum, the following elements:

##### 1. Catchment registration schedule

Each PLRP shall include a list of catchments and/or roadway areas the Permittee plans to register pursuant to the Lake Clarity Crediting Program (see Attachment D) to meet load reduction requirements.

2. Proposed pollutant control measures

For each proposed registered area, the Permittees shall describe storm water program activities to reduce fine sediment particle, total phosphorus, and total nitrogen loading.

3. Pollutant load reduction estimates

For each proposed registered area, Permittees shall provide estimates of both baseline pollutant loading and expected pollutant loading to demonstrate that proposed actions will, over the course of this Permit term, reduce the Permittee's jurisdiction-wide pollutant load by the amounts specified in Section IV.B above.

4. Annual adaptive management

The PLRP shall include a description of the internal process and procedures to annually assess storm water management activities and associated load reduction progress. The adaptive management discussion shall describe how the Permittee will use information from the previous years' monitoring and implementation efforts to make needed adjustments to ensure compliance with the load reduction requirements specified in Section IV.B.

D. Land Use Changes and Management Practices

If either land use changes or management practices associated with development or re-development result in a reduction of pollutant loads from the estimated baseline, then this reduction can be counted toward meeting pollutant load reduction requirements. Conversely, actions to eliminate any pollutant load *increase* from these changes will not be counted towards the annual load reduction requirements.

In accordance with the Basin Plan, Permittees must ensure that changes in land use, impervious coverage, or operations and maintenance practices do not increase a catchment's average annual baseline pollutant load.

E. Storm Water Facility Operations and Maintenance

Permittees shall operate and maintain storm water collection, conveyance, and treatment facilities to ensure, at a minimum, the baseline pollutant loading specified in Table IV.B.1 does not increase.

**F. Pollutant Load Reduction Monitoring Requirements**

Permittees shall comply with all monitoring and reporting requirements specified in Section I of the attached Monitoring and Reporting Program (Attachment C).

**V. Receiving Water Limitations**

The Permittees shall comply with discharge prohibitions specified in Sections I and II of this Permit through timely implementation of control measures and other actions to reduce pollutants in the discharges in accordance with the Permittees' SWMPs and other requirements of this Permit, including any modifications. The Permittees' SWMPs shall be designed to achieve compliance with the requirements of Sections I and II of this Permit. If exceedances of water quality objectives or water quality standards (collectively, WQS) persist notwithstanding implementation of the SWMPs and other requirements of this Permit, the Permittees shall assure compliance with discharge prohibitions and receiving water limitations in Sections I and II of this Permit by complying with the following procedure:

1. Upon a determination by either the Permittee or the Water Board that discharges are causing or contributing to an exceedance of an applicable WQS, the Permittee shall notify and thereafter submit a report to the Water Board that describes Best Management Practices (BMPs) that are currently being implemented and additional BMPs that will be implemented to prevent or reduce any pollutants that are causing or contributing to the exceedance of WQSs. The report may be incorporated into the annual report required under Section IV of the Monitoring and Reporting Program (Attachment C) unless the Water Board directs an earlier submittal. The report shall include an implementation schedule. The Water Board may require modifications to the report.

If program modifications are needed to incorporate new or revised BMPs, adjust implementation schedules, or add additional monitoring, the Permittee will make such changes and notify the Water Board of any programmatic adjustments made.

2. If changes have been made, implement the revised SWMP and monitoring program in accordance with the approved schedule.

So long as the Permittee has complied with the procedures set forth above and is implementing its revised SWMP, the Permittee does not have to repeat the same procedure for continuing or recurring exceedances of the same receiving water limitations unless directed by the Water Board to develop additional BMPs.

**VI. Administrative Provisions**

- A. The Water Board reserves the right to revise any portion of this Order upon legal notice to, and after opportunity to be heard is given to, all concerned parties.
- B. Permittees may request the Water Board consider Permit revisions if new information arises that would influence Permittees ability to comply with pollutant load reduction requirements. Such a request must include and be supported by information consistent with that developed pursuant to Permit Sections III.B.8 and IV.C.
- C. All terms of the attached Monitoring and Reporting Program (Attachment C) are hereby incorporated by reference as requirements under this Permit.
- D. Each Permittee shall comply with the Standard Provisions, Reporting Requirements, and Notifications contained in Attachment G of this Order. This includes 24 hour/5 day reporting requirements for any instance of non-compliance with this Order as described in section B.6 of Attachment G.
- E. All plans, reports, and subsequent amendments submitted in compliance with this Order shall be implemented immediately (or as otherwise specified) and shall be an enforceable part of this Order upon submission to the Regional Board. All Permittee submittals must be responsive to, and consistent with the requirements of this Order.
- F. This Order expires on **March 9, 2022**. The Permittees must file a report of waste discharge in accordance with Title 23, California Code of Regulations, no later than 180 days in advance of such date as application for an updated Municipal NPDES Permit.

The report of waste discharge must include a preliminary Pollutant Load Reduction Plan as outlined in Permit Sections IV.C.2 and IV.C.3. The preliminary Pollutant Load Reduction Plan shall describe how each Permittee could meet the pollutant load reduction requirements for the third five-year TMDL implementation period, defined as the ten-year load reduction milestone in Attachment B. Specifically, the preliminary Pollutant Load Reduction Plans shall demonstrate how each Permittee could reduce baseline fine sediment particle, total nitrogen, and total phosphorus loads by 34 percent, 19 percent, and 21 percent, respectively, by the end of the next permit term.

## G. Table of Required Submittals

Permit Submittal	Permit Section	Submittal/Required Completion Date
Statement of Legal Authority	III.A.4	March 15, 2018
Updated Pollutant Load Reduction Plan	IV.C	March 15, 2018
Report of Waste Discharge and preliminary Pollutant Load Reduction Plan	VI.D	September 10, 2021
Monitoring and Reporting Program Submittal	Attach. C Section	Submittal/Required Completion Date
Annual Report	IV	March 15, 2018 and annually thereafter

I, Patty Z. Kouyoumdjian, Executive Officer, do hereby certify that the forgoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Lahontan Region, on March 9, 2017.



PATTY Z. KOUYOUMDJIAN  
EXECUTIVE OFFICER

- Attachments:
- A. Fact Sheet
  - B. Pollutant Load Allocation Tables
  - C. Monitoring and Reporting Program
  - D. Lake Clarity Crediting Program Handbook
  - E. Water Quality Objectives
  - F. Compliance with Water Quality Objectives
  - G. Standard Provisions, Reporting Requirements, and Notifications

**APPENDIX C**

**to the Contract Documents for  
Apache Avenue Pedestrian Safety and Connectivity Project  
Contract No. 7922, CIP No. 3610 7021**

**CALTRANS ENCROACHMENT PERMIT**

**ENCROACHMENT PERMIT**

DOT TR-0120 (REV 05/2023)

Permit No. 03-23-N-CS-1062	
Dist/Co/Rte/PM 03/ED/50/PM 71.01	
Permit Approval Date September 22, 2023	
Performance Bond Amount (1) \$0	Payment Bond Amount (2) \$0
Bond Company N/A	
Bond Number (1) \$ N/A	Bond Number (2) \$ N/A

In compliance with your application of August 21, 2023

Reference Documents:

- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_
- Project code (ID): \_\_\_\_\_ CFC #: \_\_\_\_\_
- Applicant's Reference/ Utility Work Order No. 3610 7021

TO: County of El Dorado  
924-B Emerald Bay Road  
South Lake Tahoe, Ca 96150

\_\_\_\_\_, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:  
Construct a class 1 connection and sidewalk connection from Apache Avenue to the Pat Lowes Memorial Bike Trail on the north side of US Highway 50 per the attached plans. In addition to the General and Special Provisions, the following conditions apply:

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (check applicable): <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO General Provisions <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Utility Maintenance Provisions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Storm Water Special Provisions <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Special Provisions <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO A Cal-OSHA Permit, if required: Permit No. _____ <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO As-Built Plans Submittal Route Slip for Locally Advertised Projects <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Storm Water Pollution Protection Plan <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.	In addition to fee, the permittee will be billed actual costs for: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Review <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Inspection <input checked="" type="checkbox"/> YES Field Work (if any Caltrans effort expended)  <b>As-built Plans are Required</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	--

This permit is void unless the work is completed before November 1, 2024  
 This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.  
 No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

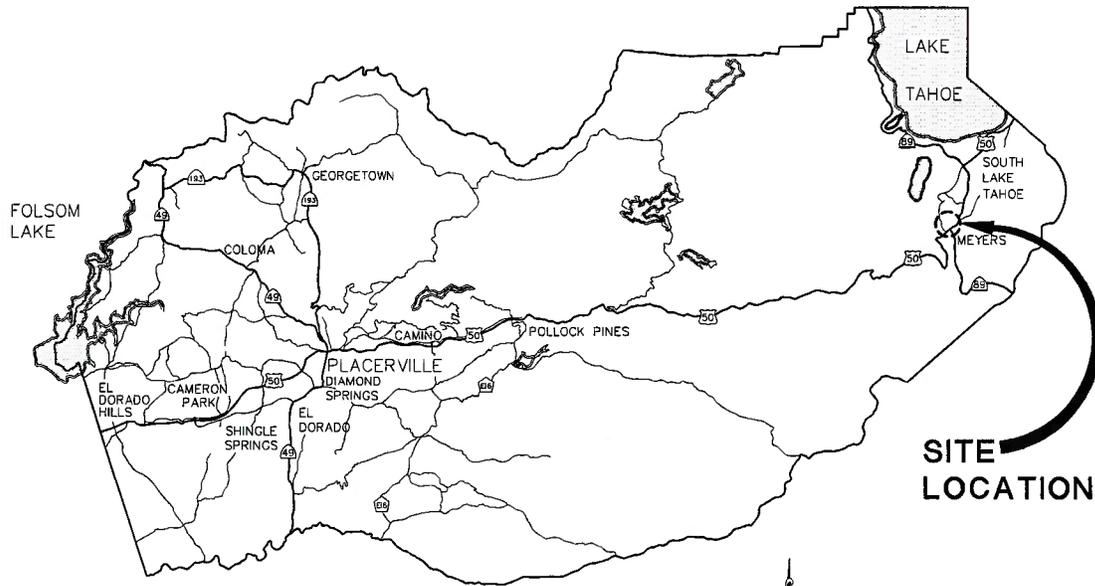
CC: #1: #2: #3: #4:	APPROVED:  <div style="text-align: right;">Amarjeet S. Benipal, District Director</div> <hr/> BY <div style="text-align: center;">                       RYAN CHAND PRASAD, for District Permit Engineer                 </div>
---------------------------------	---

1. Permittee must arrange the onsite pre-construction meeting with the Caltrans representative a minimum of two (2) weeks prior to the start of work to discuss scope of work, schedule, and Traffic Control Plans (TCP).
2. Traffic control must be placed, maintained, and performed by a California A or C-31 Construction Zone Traffic Control Contractor and be in accordance with the latest edition of CA MUTCD and Caltrans standards. Flaggers and traffic control technicians must be certified by a Caltrans authorized training provider before performing traffic control in the State highway.
3. Shoulder/Lane closure requests (including "Road Work Ahead" type signs in shoulder) must be submitted to the Caltrans representative via email (with the form filled out) by **NOON** on the Monday preceding the week of planned work, i.e., if you need a closure for a Friday, you must make that request on the Monday of the preceding week (11 days prior). Requests received after **NOON** on Monday will not be processed until the following Monday.
4. Permittee must keep a log of all closures called in to TMC (10-97 closure up, 10-98 closure down, and 10-22 canceled closure), and the name of the dispatch person at the TMC. A copy of the log must be provided via e-mail to the Caltrans representative at the end of each week, no later than close of business on Friday.
5. If any changes or relocation occurs to materials in Caltrans right of way, a CEM-3101 (Notice of Material to be Used) must be submitted for all the signal electrical components (poles, mast arms, luminaries, conduit, conductors, bolts, video detection components etc.) This form and a copy of the permit must be submitted to Material Engineering and Testing Services (METS) per the contact information provided on the bottom left corner of the form and to the Caltrans representative listed on the permit.
6. The Traffic Control Plan (TCP) is not accepted until submitted for review and approval at the pre-construction meeting. Revisions may be required.
7. Caltrans is not member of USA (Underground Service Alert). It is the responsibility of the permittee to locate and protect all Caltrans' facilities, including, but not limited to, traffic loops within the project limits. Your attention is directed to Provision #31 for restoration and repair of any damages to Caltrans' facilities.
8. No sediment tracking allowed on State ROW. Any sediment that is tracked onto roads must be swept up immediately.
9. Any disturbed soil area caused by equipment needs to be stabilized at the end of the job.
10. Erosion control must be provided for areas of disturbed soil. Appropriate BMPs according to slope conditions shall be exercised per Caltrans standards.
11. No material shall be stored within 15' of the ETW, without K-rails.
12. Place catch basin protection on all catch basins.
13. All trenches in the State Right of Way shall be paved with temporary paving at same day.
14. General Provision 22, As-Built Plans, is hereby invoked as a requirement for this permit. The permittee or their contractor shall provide a complete set of "As-Built" plans. "As-Builts" shall be constructed from actual field readings.
15. If the contractor closed the sidewalk, they need to assist with pedestrian traffic during their work.
16. Erosion control must be provided for areas of disturbed soil. Appropriate BMPs according to slope conditions shall be exercised per Caltrans standards.
17. Due to high traffic volumes, night work may be required. Final work hours will be determined at the pre-construction meeting.
18. Work can't start without the needed permits from other outside agencies and the permittee needs to coordinate with the city or county before starting their work.

19. Coordination between permittee and Caltrans constructions/Maintenance is required due to many of Caltrans on-going projects. Should Caltrans Construction/Maintenance be working in the area, permittee is not allowed to work in the same location.
20. If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
21. If site disturbance or construction activity occurs between the February 1 to September 30 breeding season of federally protected nesting raptors and migratory birds, a pre-construction survey for active nest must be conducted by a permittee-supplied biologist within 14 days of the planned disturbance. Survey area must cover an additional 100 feet radius for birds protected under the Migratory Bird Treaty Act (MBTA) and 500 feet radius for birds of prey.
22. Applicant is responsible for obtaining all required permits from regulatory agencies.

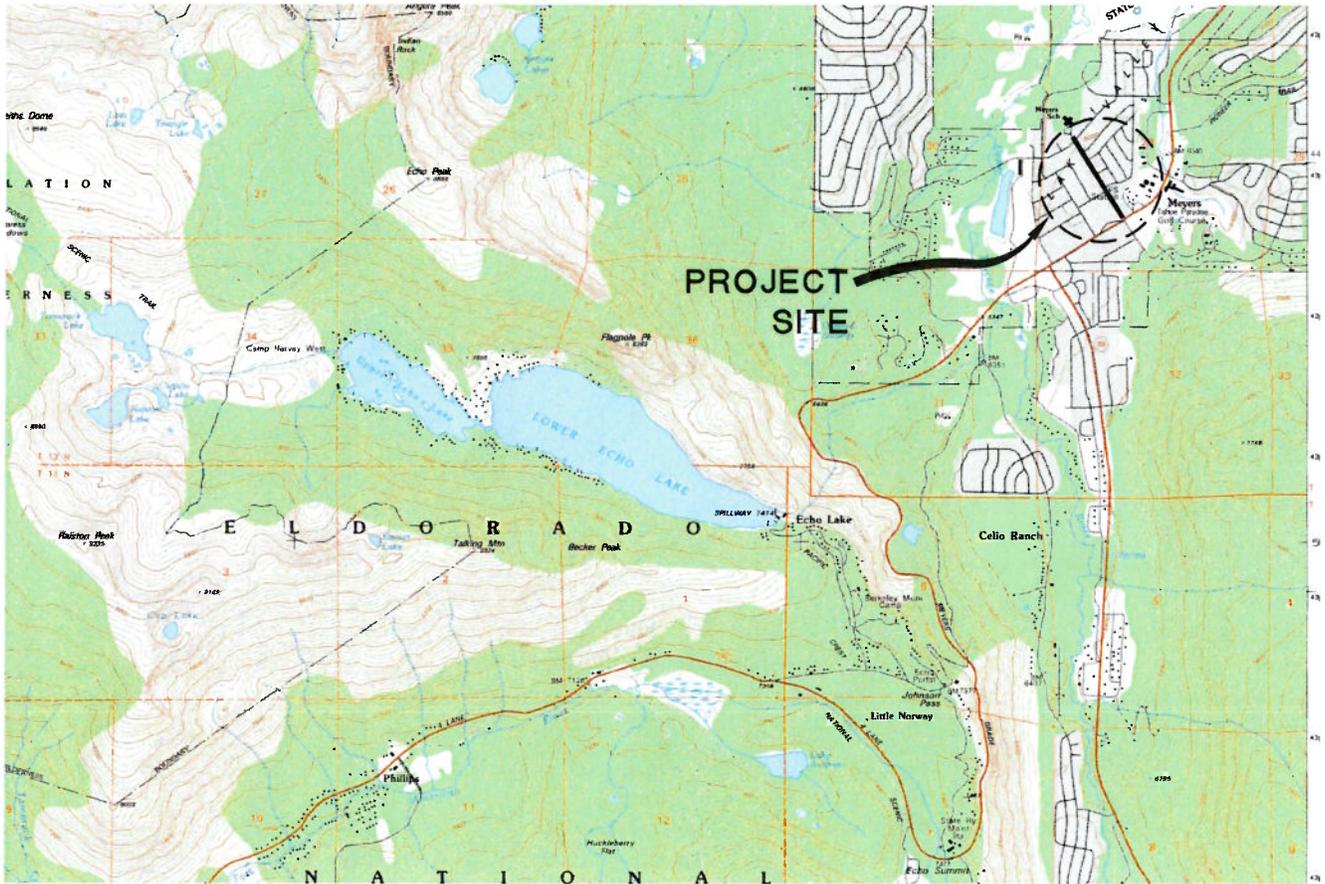
The Caltrans representative's contact information is:

Permit Inspector – Randle Carlson – Cell: (530) 755-6688, Email: [Randle.Carlson@dot.ca.gov](mailto:Randle.Carlson@dot.ca.gov)



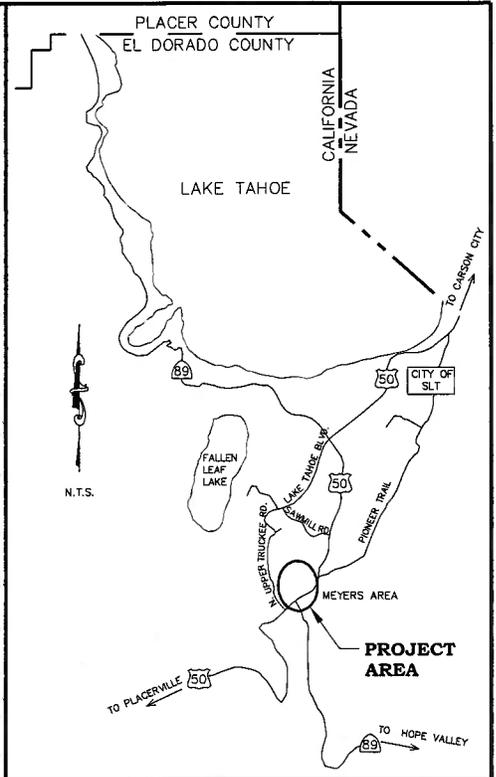
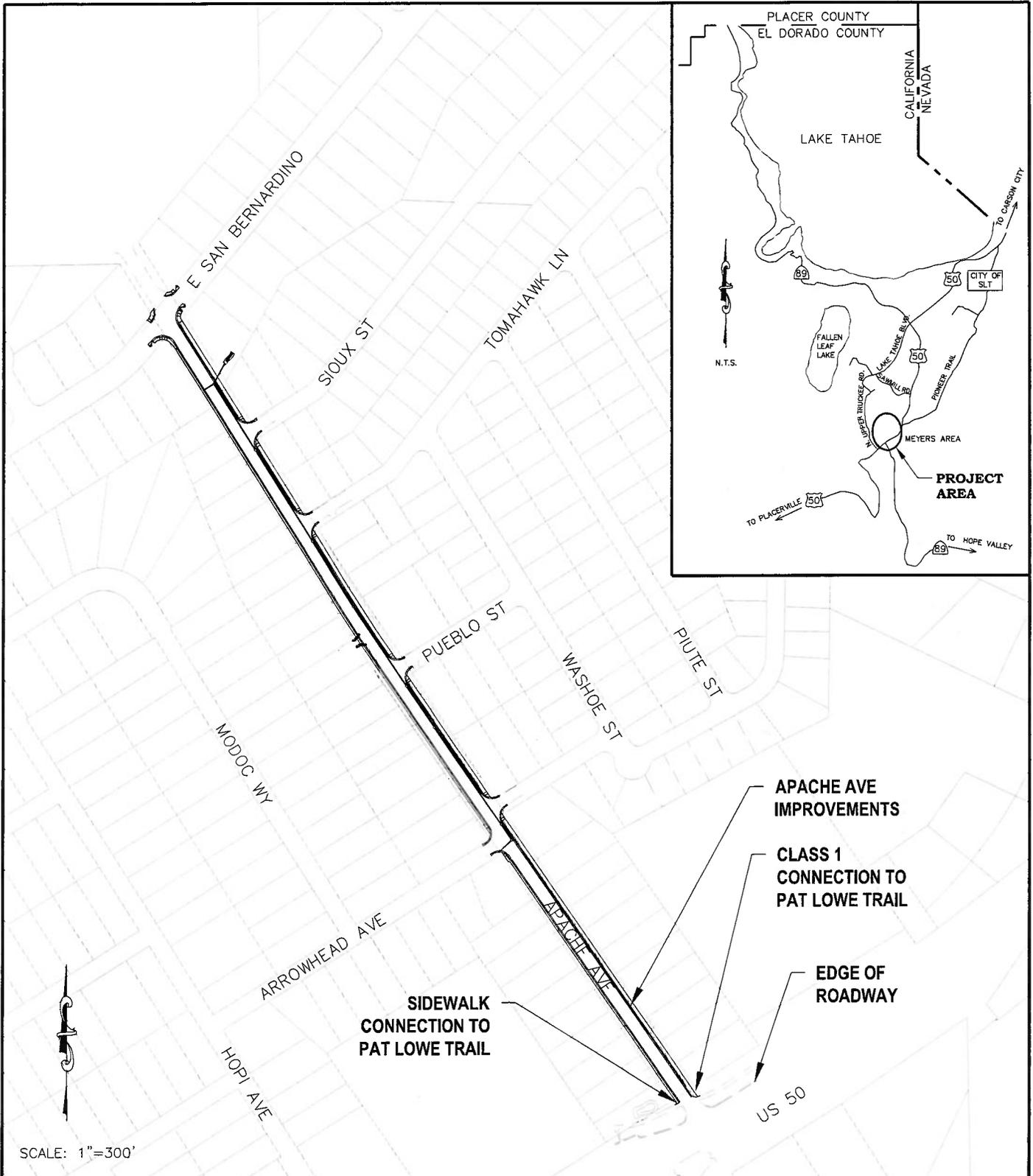
**VICINITY MAP**

NTS



**LOCATION MAP**

NTS



SCALE: 1"=300'



EL DORADO COUNTY  
DEPARTMENT OF TRANSPORTATION

Apache Ave Pedestrian Safety and  
Connectivity Project  
Location Map

FIGURE  
1

DATE: 0/23	PROJECT NO.: 95199	BY: DWK
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COUNTY OF EL DORADO, CA  
 COMMUNITY DEVELOPMENT SERVICES  
 DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR THE CONSTRUCTION OF THE 2024

APACHE AVENUE PEDESTRIAN  
 SAFETY AND CONNECTIVITY  
 PROJECT

IN THE COUNTY OF EL DORADO, DISTRICT 5,  
 TAHOE PARADISE UNITS NO. 1, 2, 5 & 6 SUBDIVISIONS

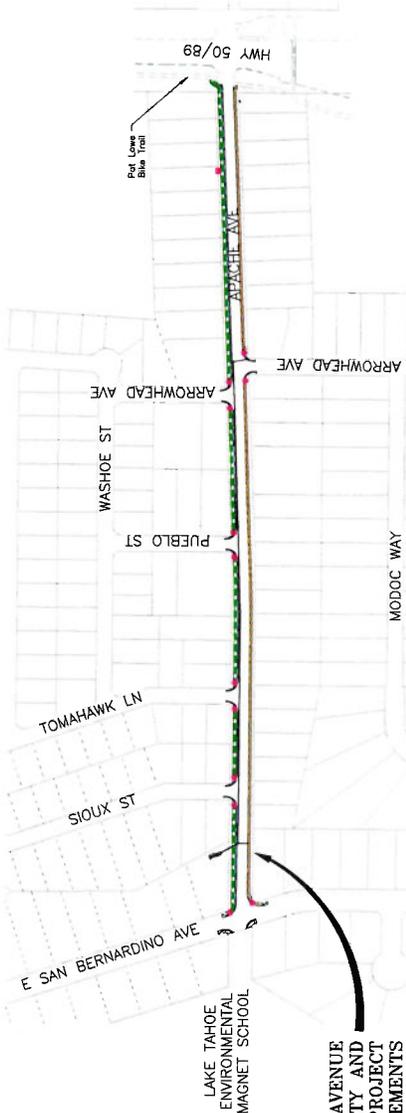
To be supplemented with the 2022 Standard Plans and Specifications of  
 the California Department of Transportation, unless otherwise noted.

INDEX OF SHEETS

SHEET	PLAN SHEET	TITLE
1	I	TITLE SHEET
2	II	GENERAL NOTES, ABBREVIATIONS
3	III	SHEET INDEX MAP AND EARTHWORK SUMMARY
4-5	CD-1 THRU CD-2	SURVEY AND CONTROL DIAGRAM
6-14	P-1 THRU P-9	LAYOUT
15-18	SD-1 THRU SD-4	DRAINAGE
19	Q-1	LAYOUT AND DRAINAGE QUANTITIES
20-21	HC-1 THRU HC-2	HORIZONTAL CONTROL
22-26	D-1 THRU D-5	DETAILS
26-28	PD-1 THRU PD-3	PAVEMENT DELINEATION AND SIGN PLAN
30-32	EC-1 THRU EC-3	TEMPORARY EROSION CONTROL
33-34	R-1 THRU R-2	REVEGETATION PLAN
35	T-1	TRAFFIC CONTROL

SOUTH TAHOE PUBLIC UTILITY DISTRICT  
 WATER LINE RELOCATION SHEETS

SHEET	PLAN SHEET	TITLE
36	W-1	GENERAL NOTES
37-38	W-2 THRU W-3	APACHE AVE WATER LINE RELOCATION
39-40	W-4 THRU W-5	DETAILS



PROJECT LOCATION LEGEND

- ADA CURB RAMPS
- SPEED FEEDBACK SIGN
- CLASS 1 BIKEWAY
- SIDEWALK



REVISIONS

NO.	DATE	BY

APACHE AVENUE  
 PEDESTRIAN SAFETY AND  
 CONNECTIVITY PROJECT  
 IMPROVEMENTS

CONTRACTOR'S LICENSE CLASSIFICATION: Bidders shall be properly licensed to perform the Work pursuant to the State Contractor's License Law (Business and Professions Code section 7000, et seq.) and shall be licensed in the category and type of Work included in this Contract. Documents and Plans, at the time this Contract is awarded, shall be the property of the County of El Dorado and shall remain the property of the County. The Contractor shall be responsible for the protection of the County's information and shall be liable for an award of the Contract shall constitute a failure to exercise the Contract, and shall result in forfeiture of the Bidder's security.

FUNDING AGENCIES

- ACTIVE TRANSPORTATION
- STATE BLOCK GRANT
- TRPA MITIGATION FUNDS
- CARBON REDUCTION PROGRAM

SUBMITTED BY: DANIEL W. KIMMERT P.E.  
 SENIOR CIVIL ENGINEER  
 STATE OF CALIFORNIA NO. 70168



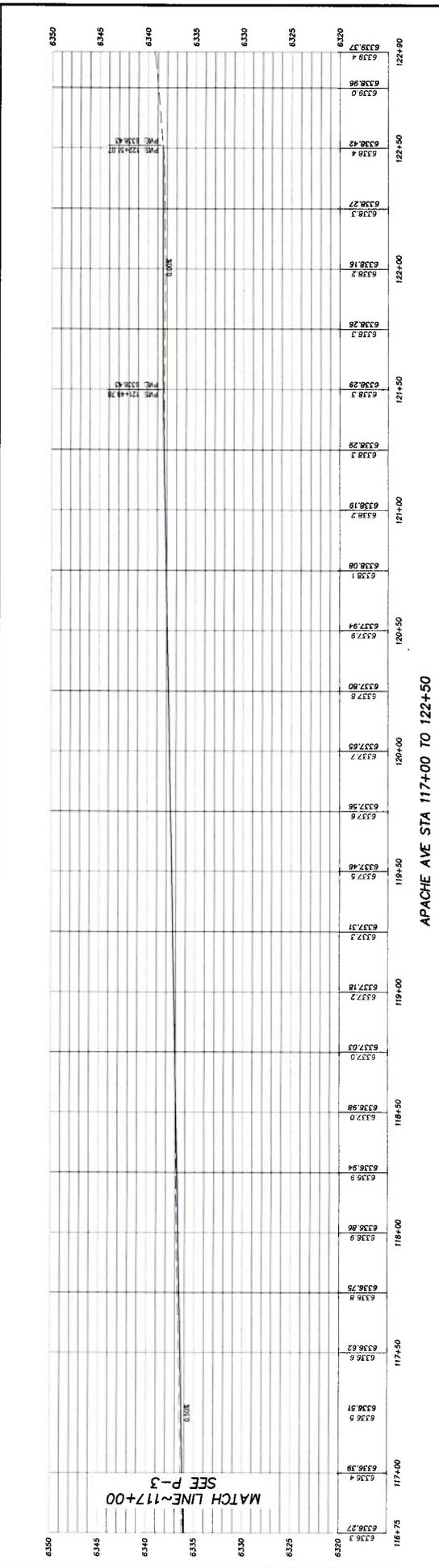
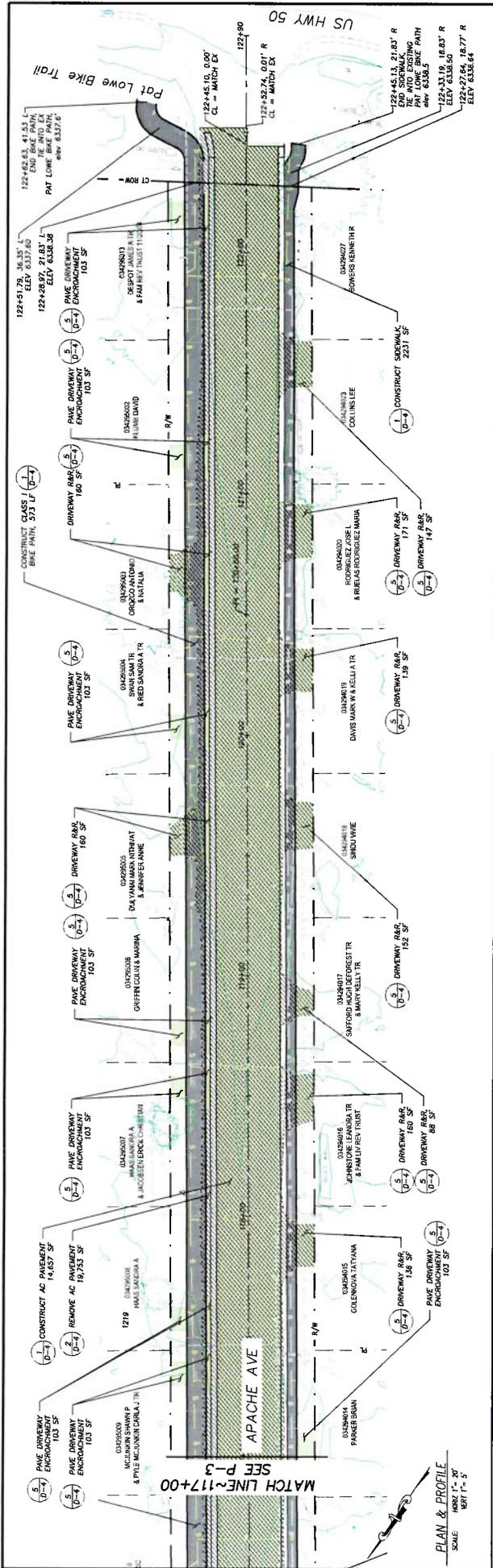
CONTRACT NO. 7922, CIP NO. 95199  
 APACHE AVENUE PEDESTRIAN  
 SAFETY AND CONNECTIVITY  
 PROJECT  
 TITLE SHEET  
 SHEET 35 OF 35

APPROVED AND APPROVED BY:  
 JOHN HIGLEY, COUNTY OF EL DORADO BOARD OF SUPERVISORS  
 COMMUNITY DEVELOPMENT SERVICES DEPARTMENT OF TRANSPORTATION  
 KATHI WARDING, DIRECTOR  
 COMMUNITY DEVELOPMENT SERVICES DEPARTMENT OF TRANSPORTATION  
 JOHN H. MARINE, P.E., COUNTY OF EL DORADO DEPARTMENT OF ENGINEERING  
 COMMUNITY DEVELOPMENT SERVICES DEPARTMENT OF TRANSPORTATION

COUNTY OF EL DORADO  
 COMMUNITY DEVELOPMENT SERVICES  
 DEPARTMENT OF TRANSPORTATION  
 (530) 573-7900  
 924 B EMERALD BAY RD  
 SOUTH LAKE TAHOE, CA 96150  
 (530) 821-5500  
 1500 FARMVILLE CT  
 FLICKSVILLE, CA 95627

BOARD OF SUPERVISORS  
 I JOHN HIGLEY  
 II GEORGE TURNBOO  
 III WENDY THOMAS  
 IV LORI PARLIN  
 V BROOK LAINE





REVISION

NO.	DATE	DESCRIPTION

PREPARED UNDER THE SUPERVISION OF  
 REGISTERED CIVIL ENGINEER  
 DATE: \_\_\_\_\_

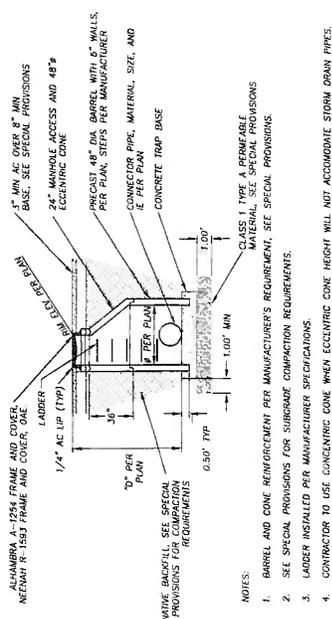
DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: 06/2023  
 DRAWING NUMBER: \_\_\_\_\_

SEAL: COUNTY OF EL DORADO  
 CIVIL ENGINEER  
 NO. 10088  
 EXPIRES 12/31/2024

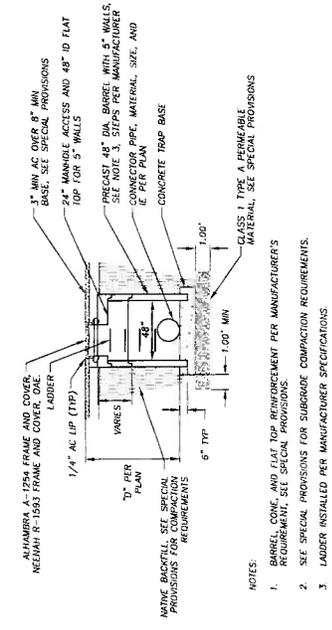
APACHE AVENUE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT  
 PROPOSED CENTER LINE PROFILE  
 STA 117+00 TO US HWY 50

SKETCH P-8  
 13 OF 35  
 PROJECT NO. 7022  
 DATE: 06/2023  
 SHEET NO. 85189

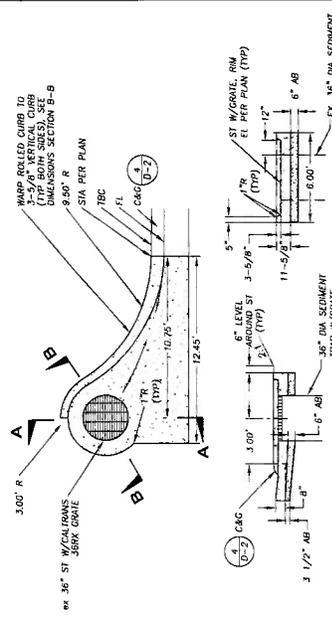
ORIGINAL SCALE IS IN INCHES. DRAWING SCALE IS 1" = 20' HORIZ. 1" = 5' VERT.



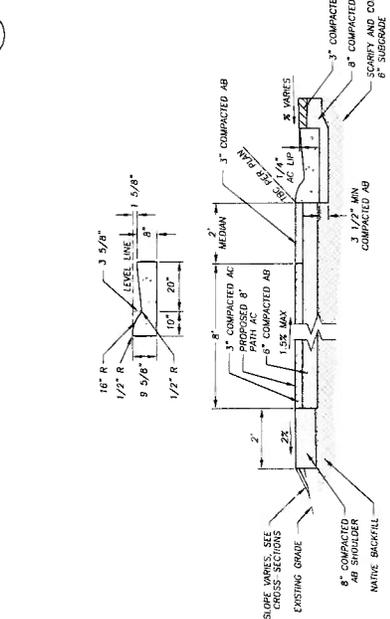
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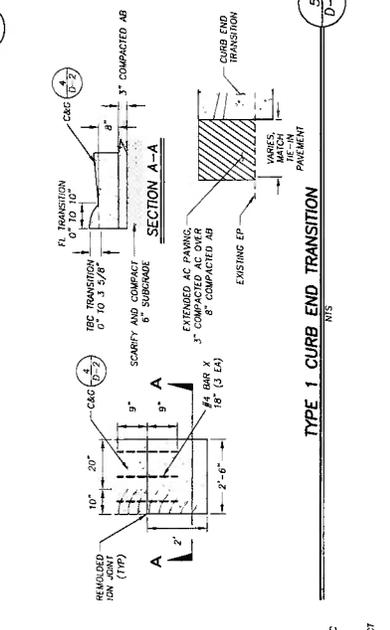
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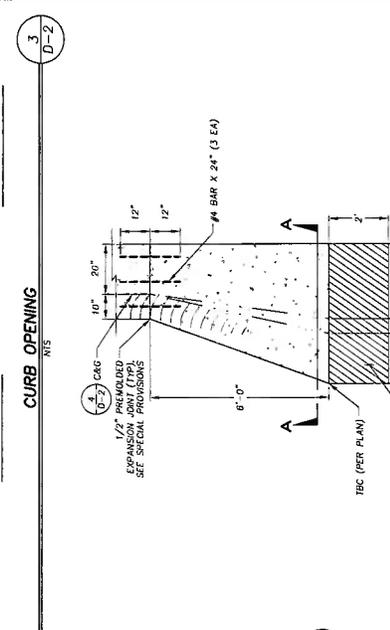
**CURB OPENING**



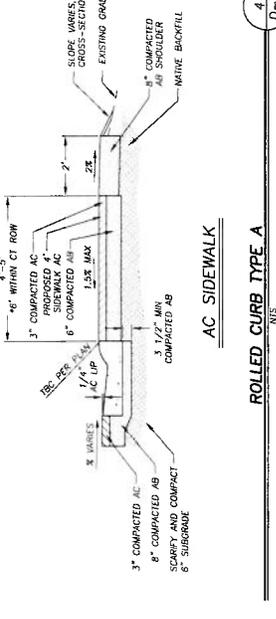
**CLASS 1 BIKE PATH**



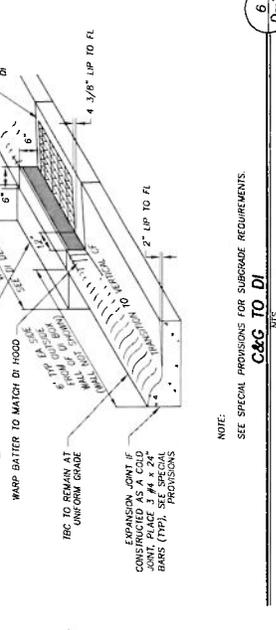
**TYPE 1 CURB END TRANSITION**



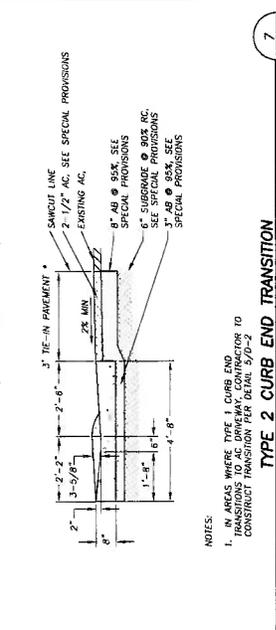
**TYPE 2 CURB END TRANSITION**



**ROLLED CURB TYPE A**



**C&G TO D1**



**AC SIDEWALK**

NOTES:  
 1. IN AREAS WHERE TYPE 1 CURB END TRANSITION IS USED, CONTRACTOR SHALL CONSTRUCT TRANSITION PER DETAIL 500-2.

<b>COUNTY OF EL DORADO          COMMUNITY DEVELOPMENT SERVICES          DEPARTMENT OF TRANSPORTATION</b>	
<b>APACHE AVENUE PEDESTRIAN SAFETY AND          CONNECTIVITY PROJECT          DETAIL SHEET</b>	
SHEET <b>D-2</b> 23 of 35 DATE <b>7/22</b> DRAWN BY <b>95199</b>	PREPARED UNDER THE SUPERVISION OF 
REVISION NO. DATE DESCRIPTION	REGISTERED CIVIL ENGINEER <b>MARCH 22, 2021</b> DATE
RECORD DATE <b>08/2023</b> CHECKED DATE <b>08/2023</b> DRAWN DATE <b>08/2023</b> PROJECT NUMBER	SHEET NO. <b>7</b> OF <b>35</b>







STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**CERTIFICATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)**  
 TR-0405 (REV 03/2015)

Permit No. 03-23-X-XX-1062
Dist/Co/Rte/PM 3/EDC/50/PM 71.01

Encroachment permit projects that create, alter, or affect pedestrian facilities are required to be designed and constructed in accordance with the policies and standards in the current Design Information Bulletin 82 (DIB 82). Certification of compliance must be submitted by the permittee or permittee's authorized representative prior to the issuance of an encroachment permit or rider AND after construction is completed. DIB 82 can be found at:

<http://www.dot.ca.gov/hq/oppd/dib/dibprg.htm>

A separate TR-0405 form must be used for the Design and Post Construction Certifications. A California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect's Stamp\* is required except when (1) an authorized utility company representative or (2) an authorized Caltrans representative signs the form (at the discretion of the District Permit Engineer).

**Design Certification (prior to issuance of encroachment permit)**

- I, Daniel Kikkert a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:
- I, \_\_\_\_\_ an authorized Caltrans representative, do hereby certify that:
- I, \_\_\_\_\_ an authorized representative of \_\_\_\_\_ (utility company only) do certify that:

- This project has been designed in accordance with DIB 82.
- An approved Exception to Accessibility Design Standards is attached.

SIGNATURE 	TITLE Daniel Kikkert, PE	DATE 8/11/23
---	-----------------------------	-----------------

**Post Construction Certification**

- I, \_\_\_\_\_ a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:
- I, \_\_\_\_\_ an authorized Caltrans representative, do hereby certify that:
- I, \_\_\_\_\_ an authorized representative of \_\_\_\_\_ (utility company only) do certify that:

- This project has been constructed in accordance with DIB 82.
- An approved Exception to Accessibility Design Standards is attached.

SIGNATURE	TITLE	DATE
-----------	-------	------

CA. LICENSED PROFESSIONAL ENGINEER, LICENSED ARCHITECT OR LICENSED LANDSCAPE ARCHITECT'S STAMP



*I attest to the technical information contained herein and have judged the qualifications of all technical specialists providing engineering data upon which recommendations, conclusions, and decisions were based.*

\*A Licensed Architect or Licensed Landscape Architect may prepare this document and sign and seal it in lieu of a Registered Civil Engineer, provided the same Licensed Architect or Licensed Landscape Architect designed the on-site improvements. Use the seal of the appropriate licensed person in responsible charge.

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee’s authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee’s authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee’s list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee’s authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee’s authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee’s authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative and the Federal Highway Administration (“FHWA”) representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.  
Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

- incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.
- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
- In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
  - The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
- ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
  - HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
- iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

- of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.
- Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
  - In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
  - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
  - For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

**ENCROACHMENT PERMIT SPECIAL PROVISIONS****STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)**

TR-0400 (Rev 05/2018)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R6T-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional

Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater](http://www.waterboards.ca.gov/water_issues/programs/stormwater)

3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of

**ENCROACHMENT PERMIT SPECIAL PROVISIONS**

- storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
  10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
  11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
  12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
  13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
  14. **PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
  15. **CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
  16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
  17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
  18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
  19. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
  20. **STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
  21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
  22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
  23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered

**ENCROACHMENT PERMIT SPECIAL PROVISIONS**

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under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

24. **WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
25. **PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
26. **DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

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

**CONTRACT NO. 7592 / CIP No. 36107021**

**APACHE AVE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT**

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

**RECITALS:**

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

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

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

**Article 1. THE WORK**

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

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

**APACHE AVENUE PEDESTRIAN SAFETY AND CONNECTIVITY  
PROJECT**

The Project is located in County of El Dorado on Apache Avenue between US50/SR89 and East San Bernardino Avenue. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Base Bid (Schedule A) consists of construction of pedestrian, bicycle, and drainage improvements. Additive Alternate Bid (Schedule B) consists of construction of waterline mainline replacement work.

**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, Drug Free Workplace Certification, Iran Contracting Act Certification, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), 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 Exhibit 15-G Construction Contract DBE Commitment form, Exhibit 15-H 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 2022, and Standard Specifications 2022, Revised Standard Specifications, and standard drawings from the Design and Apache Avenue Pedestrian Safety and Connectivity Project County of El Dorado

**Contract No. 7922, CIP No 36107021**

February 27, 2024

**Agreement**

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

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

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

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

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

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **\$5,200.00**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

### **Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers, directors, agents (excluding agents who are design professionals), State Contractors doing work within the project limits, 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, 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 of California, or any Federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California or any Federal government agencies their officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, 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. PERFORMANCE BOND**

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

**Article 8. PAYMENT BOND**

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

**Article 9. NOTIFICATION OF SURETY COMPANY**

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

**Article 10. ASSIGNMENT OF ANTITRUST ACTIONS**

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

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

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

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

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

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

## **Article 12. TERMINATION BY COUNTY FOR CAUSE**

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

1. Contractor is adjudged as bankrupt or insolvent.
2. Contractor makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property.
3. Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
4. Contractor on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment.
5. Contractor on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment.
6. Contractor disregards the authority of County's representative, or the Engineer, if one is appointed.
7. Contractor violates Article 36.
8. Contractor otherwise violates any material provision of the Contract Documents.

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

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

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

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

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

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

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

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

**Article 13. SUCCESSORS AND ASSIGNS**

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

**Article 14. REPORTING ACCIDENTS**

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

**Article 15. EMISSIONS REDUCTION**

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

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

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

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

**Article 16. WORKERS’ COMPENSATION CERTIFICATION**

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

## CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

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

### Article 17. WARRANTY

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

### Article 18. RETAINAGE

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

### Article 19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The DBE goal for this Contract is 20.0%.

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

(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 20. PREVAILING WAGE REQUIREMENTS**

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

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Agency, Transportation Division's principal office, and are available upon request, 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 Exhibit D of this Agreement and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 and 29 CFR Part 5).

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 Community Development Agency, Transportation Division 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 21. NONDISCRIMINATION**

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Sub Chapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, section 11102 incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to Contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" 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.
- 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 11102.

**Article 22. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches Contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be 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. 3141-3147) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) 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. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532, Section 1532.10 et seq.).
- 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.
- k. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.
- l. Will comply with 46 CFR 381.7(b), Use of United States-Flag Vessels (Cargo Preference Act):
  - 1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vehicles.
  - 2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
  - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

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

**Article 23. FORCE MAJEURE**

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

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

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

**Article 24. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

**Article 25. CONFLICT OF INTEREST**

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

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

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

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 26.

**Article 26. BUSINESS LICENSE**

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

**Article 27. TAXES**

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

**Article 28. CONTRACT ADMINISTRATOR**

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

**Article 29. AUTHORIZED SIGNATURES**

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

**Article 30. PARTIAL INVALIDITY**

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

**Article 31. NO THIRD PARTY BENEFICIARIES**

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

**Article 32. COUNTERPARTS**

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

**Article 33. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

DRAFT

**IN WITNESS WHEREOF**, the said Community Development Agency, Transportation Division of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

Chair, Board of Supervisors

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

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

Dated: \_\_\_\_\_

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

Deputy Clerk

**CONTRACTOR**

Dated: \_\_\_\_\_

License No. Federal Employee Identification Number

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Corporate Secretary

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**EXHIBIT A**  
**CONTRACTOR'S BID AND BID PRICE SCHEDULE**  
**APACHE AVENUE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT**  
**CONTRACT NO. 7592 / CIP NO. 36107021**

**BASE BID – SCHEDULE A**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	72007	EXCAVATION SAFETY	1	LS		
2	120100	TRAFFIC CONTROL SYSTEM	1	LS		
3	130100	JOB SITE MANAGEMENT	1	LS		
4	130730	STREET SWEEPING	1	LS		
5	130670	TEMPORARY REINFORCED SILT FENCE	30	LF		
6	141000	TEMPORARY FENCE (HIGH VISIBILITY)	65	LF		
7	130620	TEMPORARY DRAINAGE INLET PROTECTION	9	EA		
8	130640	TEMPORARY FIBER ROLL	80	LF		
9	190101	F ROADWAY EXCAVATION	2,194	CY		
10	190151	DITCH EXCAVATION (BLANKET LINED CHANNEL)	25	LF		
11	210010	IMPORTED TOPSOIL (CY)	99	CY		
12	210430A	TACKIFIER	8,856	SF		
13	260203	CLASS 2 AGGREGATE BASE (CY)	686	CY		
14	390132A	HOT MIX ASPHALT (TYPE A) - ROADWAY	1,293	TON		
15	390132B	HOT MIX ASPHALT (TYPE A) - BIKE PATH	273	TON		
16	390132C	HOT MIX ASPHALT (TYPE A) - SIDEWALK	153	TON		
17	390132D	PLACE HOT MIX ASPHALT (DRIVEWAY R&R)	5,324	SQFT		

18	398200		PULVERIZE ASPHALT CONCRETE PAVEMENT	7,664	SQYD		
19	510094A		DRAINAGE INLET - TYPE 1	4	EA		
20	510094B		DRAINAGE INLET - TYPE 2	2	EA		
21	641101		12" PLASTIC PIPE	92	LF		
22	641107		18" PLASTIC PIPE	1,151	LF		
23	705011A		18" STEEL FLARED END SECTION	1	EA		
24	707225		48" PRECAST CONCRETE PIPE MANHOLE	7	EA		
25	707225A		48" PRECAST CONCRETE PIPE MANHOLE (FLAT TOP)	1	EA		
26	710136		REMOVE PIPE (LF)	126	LF		
27	710150		REMOVE INLET	1	EA		
28	730070		DETECTABLE WARNING SURFACE	475	SQFT		
29	730010		MINOR CONCRETE (CURB AND GUTTER) (LF)	3,989	LF		
30	730010A		MINOR CONCRETE (TYPE 2 CURB END) (EA)	3	EA		
31	731507A		MINOR CONCRETE (CURB OPENING) (EA)	3	EA		
32	731626		MINOR CONCRETE (CURB AND CURB RAMP)	28	CY		
33	780254		ADJUST FRAME AND LID	10	EA		
34	780256		ADJUST ACCESS BOX	13	EA		
35	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063" - UNFRAMED)	34	SQFT		
36	820840		ROADSIDE SIGN - ONE POST	12	EA		
37	820840A		ROADSIDE SIGN - SPEED FEEDBACK	1	EA		
38	840655A		PAINT TRAFFIC STRIPE - ROADWAY (1-COAT)	6,957	LF		

39	840655B		PAINT TRAFFIC STRIPE - PATH (1-COAT)	1,687	LF		
40	840665		PAVEMENT MARKING (1-COAT)	146	SQFT		
41	840597		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING (RECESSED)	710	SQFT		
42	999990		MOBILIZATION	1	LS		
<b>Total For Base Bid – Schedule A:</b>							

**ADDITIVE ALTERNATE BID - SCHEDULE B – STPUD WATERLINE REPLACEMENT WORK**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
43	1	Mobilization and Demobilization specific to Additive Alternate Bid – Schedule B	1.0	LS		
44	2	Erosion Control specific to Additive Alternate Bid – Schedule B	1.0	LS		
45	3	Groundwater Dewatering	1.0	LS		
46	4	Traffic Control specific to Additive Alternate Bid – Schedule B	1.0	LS		
47	5	Potholing	1.0	LS		
48	6	8-inch C900 Water Main	2,500.0	LF		
49	7	3/4-Inch Service	32.0	EA		
50	8	1-inch Service	3.0	EA		
51	9	Fire Hydrants	4.0	EA		
52	10	Tie-In #1 - Apache/SB (8" C900 Westside)	1.0	LS		
53	11	Tie-In #2 - Apache/SB (6" AC Eastside)	1.0	LS		
54	12	Tie-In #3 - Apache/SB (6" AC School Service)	1.0	LS		
55	13	Tie-In #4 - Sioux 4"AC	1.0	LS		

56	14		Tie-In #5 - Tomahawk Ln 4" STL	1.0	LS		
57	15		Tie-In #6 - Pueblo St 4" AC	1.0	LS		
58	16		Tie-In #7 - Arrowhead Ave (4" AC Eastside)	1.0	LS		
59	17		Tie-In #8 - Arrowhead Ave (4" AC Westside)	1.0	LS		
60	18		Tie-In #9 - Apache (8" C900 Southend)	1.0	LS		
61	19		Demo/Salvage Fire Hydrants	4.0	EA		
62	20		Cut, Cap and Abandon in place water mains and valves	9.0	EA		
63	21		3-Inch Miscellaneous Patch Paving	750.0	SF		
64	22		Additional 1-foot depth of excavation, backfill and vertical pipe and fittings	60.0	LF		
<b>Total For Additive Alternate Bid - Schedule B:</b>							

<b>Total Bid – Schedules A and B:</b>	
---------------------------------------	--

(LS) Lump Sum  
(F) Final Pay

## 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 12900 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

THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)

STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES

USDOT ORDER NO. 1050.2A

The 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 the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R Part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directive, circulars, policy, memoranda, and/or guidance, the Contractor hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Contractor receives Federal financial assistance from USDOT, through El Dorado County Department of Transportation (DOT).*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Contractor, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, Contractor agrees with and gives the following Assurances with respect to the Federal-aid Program:

Apache Avenue Pedestrian Safety and Connectivity Project  
**Contract No. 7922, CIP No 36107021**  
February 27, 2024

County of El Dorado  
**Agreement**  
C-19

1. The Contractor agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Contractor will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Contractor will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Contractor will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the County, State of California, or the United States effecting or recording a transfer of real property, structures, use, or improvements thereon, or interest therein.

5. That where the 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 the 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 the Contractor will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar instruments entered into by Contractor with other parties:

(a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

(b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the 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, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the 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 the Contractor retains ownership or possession of the property.

9. That Contractor will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Contractor agrees that County, the State of California, and the United States have a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Contractor also agrees to comply (and require any sub-recipients, sub-grantees, subcontractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the County’s access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the County. You must keep records, reports, and submit the material for review upon request

to County, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Contractor gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the Contractor by the County under the Federal-aid Program. This ASSURANCE is binding on the Contractor, other recipients, sub-recipients, sub-grantees, subcontractors, and their subcontractors', transferees, successors in interest, and any other participants in the Federal-aid Program. The person(s) signing below is authorized to sign this ASSURANCE on the behalf of the Contractor.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
Date

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding payments to the contractor under the contract until the contractor complies; and/or
  2. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX B**

**to**

**EXHIBIT C**

**(NOT USED)**

**Draft**

**APPENDIX C**

to

**EXHIBIT C**

**(NOT USED)**

Draft

**APPENDIX D**

**to**

**EXHIBIT C**

**(NOT USED)**

**Draft**

“APPENDIX E  
to  
EXHIBIT C

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## EXHIBIT D

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag

## Vessels: 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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following

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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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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**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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is

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not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in

§ 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

2.a. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

## 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained

by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a

subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the

FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

### **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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### **3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower- tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on

longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## 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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5  
Apache Avenue Pedestrian Safety and Connectivity Project  
**Contract No. 7922, CIP No. 36107021**  
February 27, 2024

years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

### **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. 2 CFR 180.220 and 1200.220.

#### **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. 2 CFR 180.320.

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. 2 CFR 180.325.

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

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circumstances. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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## **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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
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 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.

## FEDERAL WAGE RATE

"General Decision Number: CA20240007 01/19/2024

Superseded General Decision Number: CA20230007

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.
	. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.
	. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

| that contract in 2024. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, 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.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	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)

AREA 1.....	\$ 30.45	10.60
AREA 2.....	\$ 36.53	9.27

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 BOIL0549-002 01/01/2021

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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 BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

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 BRCA0003-004 05/01/2022

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.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

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) Guniting nozzle person shall receive \$1.25 per hour above  
 the regular rate.

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 BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18
Tile Layer		
Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

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

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BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

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CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

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  
221 ft.-deeper \$5.00 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 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

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CARP0035-001 08/01/2020

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.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, 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.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....		
	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....		
	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

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.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

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CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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 CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
 and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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 ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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 ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

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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ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

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 08/01/2022

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

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER:    Receives 110% of the Electrician basic hourly  
 rate.

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 ELEC0401-005 01/01/2022

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
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ELECTRICIAN.....\$ 42.50 20.95

ZONE RATE:

70-90 miles - \$8.00 per hour  
91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

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ELEC0551-005 11/01/2023

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.55
Technician.....	\$ 53.64	25.76

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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ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

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ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 80.76	37.885+a+b

FOOTNOTE:

- a. 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.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0003-008 08/01/2023

Rates	Fringes
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Dredging: (DREDGING:  
 CLAMSHELL & DIPPER DREDGING;  
 HYDRAULIC SUCTION DREDGING:)

AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 50.57	37.55

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: 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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 ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

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: Landscae 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: 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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ENGI0003-038 06/28/2023

""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.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15

Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

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; Cargy 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;

GROUP 4: 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; Truck-mounted rotating  
telescopic boom type lifting device, Manitex or similar  
(boom truck) - under 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: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS  
NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:

Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2024

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

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IRON0118-013 01/01/2024

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

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LABO0067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA ""A"" - ALAMEDA, CONTRA COSTA, 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, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10

Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

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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LABO0185-002 07/01/2023

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.....	\$ 36.29	25.55

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LABO0185-005 06/26/2023

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
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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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LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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 buckler; 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; Treeclimber; 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 scalars (including drilling of same); Tree toppler; 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 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: Guniting 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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 LAB00185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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 LAB00261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...\$	35.06	27.30

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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LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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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LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

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.

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 buckler; 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 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".

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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LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...\$	34.06	27.30

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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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72

GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

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); Cabletender; 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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LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

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LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30

GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

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.

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 buckler; 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

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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 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: Guniting 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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LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:

EXOTIC MATERIALS - \$1.25 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 07/01/2023

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.....	\$ 56.28	29.94

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PAIN0016-007 01/01/2023

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:.....	\$ 38.23	22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.

EXOTIC MATERIALS: \$1.25 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 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

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 PAIN0169-004 01/01/2023

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.....	\$ 55.77	32.45

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 \* PAIN0567-001 07/01/2022

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.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

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 07/01/2022

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.....	\$ 34.27	16.47

-----  
PAIN0567-010 07/01/2022

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.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

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.....	\$ 43.15	33.72

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.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

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 01/01/2023

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.....	\$ 46.24	25.96

-----  
PLAS0300-003 07/01/2018

	Rates	Fringes
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.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

-----  
PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.15	23.27

-----  
 PLUM0038-002 07/01/2022

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.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 82.00	48.18

-----  
 PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

-----  
 \* PLUM0228-001 01/01/2024

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 46.75	39.29

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 PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

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 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

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 PLUM0355-001 07/01/2022

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.....	\$ 32.22	17.55

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 \* PLUM0442-003 01/01/2024

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.90	36.39

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 PLUM0447-001 07/01/2023

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.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

-----  
ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

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ROOF0081-007 08/01/2023

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.....	\$ 46.73	21.36

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SFCA0483-003 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 74.63	38.51

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SFCA0669-003 01/01/2024

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.....	\$ 46.46	27.97

-----  
SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

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SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

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SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

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SHEE0104-011 07/01/2020

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).....	\$ 44.45	35.55

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SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

-----  
SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

-----  
TEAM0094-001 07/01/2022

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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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 National Office because National Office has 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"

DRAFT

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 9550, Civil Code)

**Bond No.** \_\_\_\_\_

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal", a Contract for the Work described as follows:

**APACHE AVE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT**

**CONTRACT No. 7592 / CIP No. 36107021**

WHEREAS, the State of California, acting through its Department of Transportation is hereafter referred to as "Additional Obligee", both Obligee and Additional Obligee collectively referred to as "Obligees";

AND, WHEREAS, said Principal is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligees, in the sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) to be paid to the Obligees, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its Subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_

\_\_\_\_\_ PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_ SURETY

\_\_\_\_\_

\_\_\_\_\_ ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

# PRINCIPAL

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO  
PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_

the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" **and the State of California, acting through its Department of Transportation, hereafter referred to as "Additional Obligees"**, both Obligees and Additional Obligees 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 Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract No. 7592 / CIP No. 36107021 for the Apache Avenue Pedestrian Safety and Connectivity Project 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**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# PROPOSAL

(to be submitted with Bidder's Security)

TO: COUNTY OF EL DORADO,  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION,

for the construction of the

**APACHE AVE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT  
CONTRACT NO. 7922 / CIP NO. 36107021**

THIS IS A SAMPLE OF WHICH DETAILS ALL THE NECESSARY INFORMATION NEEDED FOR A COMPLETE PROPOSAL. PLEASE LOG ONTO QUEST AND COMPLETE ALL ELECTRONIC FORMS UNDER QUEST PROJECT #8747890. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE RECEIVED BY COUNTY BY END OF BUSINESS DAY ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.

COMPLETING DOWNLOADED BID FORMS IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE (WHITE OUT) ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE (WHITE OUT) MAY BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

NAME OF BIDDER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

*(Please include even if Mailing Address used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (      ) \_\_\_\_\_

FAX NO:              AREA CODE (      ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates **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 2022, the Standard Specifications 2022, Revised Standard Specifications, standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including

Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; the Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the Work to be done are entitled:

**APACHE AVE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT  
CONTRACT NO. 7922 / CIP NO. 36107021**

Bids are to be submitted for the entire Work including both the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B). The amount of the bid for comparison purposes will be the total of all the items in both Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B). Inclusion or omission of the work contained in the Additive Alternate Bid (Schedule B) will be determined in accordance with the Special Provisions. Failure to submit bids for the entire work, including the Base Bid (Schedule A) and the Additive Alternate Bid (Schedule B) will result in the bid being deemed non-responsive.

The Bidder shall set forth for each unit basis item of work, a unit price in the respective spaces in Quest provided for this purpose. In the case of unit basis items, the amount set forth under the "Unit Price" column shall be the product of the unit price bid and the estimated quantity for the item.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by Civil Code Section 9550 and Public Contract Code Section 20129(b), with surety satisfaction to the County of El Dorado and 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  
APACHE AVE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT  
CONTRACT NO. 7922 / CIP NO. 36107021**

**BASE BID – SCHEDULE A**

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	72007		EXCAVATION SAFETY	1	LS		
2	120100		TRAFFIC CONTROL SYSTEM	1	LS		
3	130100		JOB SITE MANAGEMENT	1	LS		
4	130730		STREET SWEEPING	1	LS		
5	130670		TEMPORARY REINFORCED SILT FENCE	30	LF		
6	141000		TEMPORARY FENCE (HIGH VISIBILITY)	65	LF		
7	130620		TEMPORARY DRAINAGE INLET PROTECTION	9	EA		
8	130640		TEMPORARY FIBER ROLL	80	LF		
9	190101	F	ROADWAY EXCAVATION	2,194	CY		
10	190151		DITCH EXCAVATION (BLANKET LINED CHANNEL)	25	LF		
11	210010		IMPORTED TOPSOIL (CY)	99	CY		
12	210430A		TACKIFIER	8,856	SF		
13	260203		CLASS 2 AGGREGATE BASE (CY)	686	CY		
14	390132A		HOT MIX ASPHALT (TYPE A) - ROADWAY	1,293	TON		
15	390132B		HOT MIX ASPHALT (TYPE A) - BIKE PATH	273	TON		
16	390132C		HOT MIX ASPHALT (TYPE A) - SIDEWALK	153	TON		
17	390132D		PLACE HOT MIX ASPHALT (DRIVEWAY R&R)	5,324	SQFT		
18	398200		PULVERIZE ASPHALT CONCRETE PAVEMENT	7,664	SQYD		
19	510094A		DRAINAGE INLET - TYPE 1	4	EA		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
20	510094B	DRAINAGE INLET - TYPE 2	2	EA		
21	641101	12" PLASTIC PIPE	92	LF		
22	641107	18" PLASTIC PIPE	1,151	LF		
23	705011A	18" STEEL FLARED END SECTION	1	EA		
24	707225	48" PRECAST CONCRETE PIPE MANHOLE	7	EA		
25	707225A	48" PRECAST CONCRETE PIPE MANHOLE (FLAT TOP)	1	EA		
26	710136	REMOVE PIPE (LF)	126	LF		
27	710150	REMOVE INLET	1	EA		
28	730070	DETECTABLE WARNING SURFACE	475	SQFT		
29	730010	MINOR CONCRETE (CURB AND GUTTER) (LF)	3,989	LF		
30	730010A	MINOR CONCRETE (TYPE 2 CURB END) (EA)	3	EA		
31	731507A	MINOR CONCRETE (CURB OPENING) (EA)	3	EA		
32	731626	MINOR CONCRETE (CURB AND CURB RAMP)	28	CY		
33	780254	ADJUST FRAME AND LID	10	EA		
34	780256	ADJUST ACCESS BOX	13	EA		
35	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063" - UNFRAMED)	34	SQFT		
36	820840	ROADSIDE SIGN - ONE POST	12	EA		
37	820840A	ROADSIDE SIGN - SPEED FEEDBACK	1	EA		
38	840655A	PAINT TRAFFIC STRIPE - ROADWAY (1-COAT)	6,957	LF		
39	840655B	PAINT TRAFFIC STRIPE - PATH (1-COAT)	1,687	LF		
40	840665	PAVEMENT MARKING (1-COAT)	146	SQFT		

41	840597		THERMOPLASTIC CROSSWALK AND PAVEMENT MARKING (RECESSED)	710	SQFT		
42	999990		MOBILIZATION	1	LS		
<b>Total for Base Bid – Schedule A:</b>							

**ADDITIVE ALTERNATE BID - SCHEDULE B – STPUD WATERLINE REPLACEMENT WORK**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
43	1	Mobilization and Demobilization specific to Additive Alternate Bid – Schedule B	1	LS		
44	2	Erosion Control specific to Additive Alternate Bid – Schedule B	1	LS		
45	3	Groundwater Dewatering	1	LS		
46	4	Traffic Control specific to Additive Alternate Bid – Schedule B	1	LS		
47	5	Potholing	1	LS		
48	6	8-inch C900 Water Main	2,500	LF		
49	7	3/4-Inch Service	32	EA		
50	8	1-inch Service	3	EA		
51	9	Fire Hydrants	4	EA		
52	10	Tie-In #1 - Apache/SB (8" C900 Westside)	1	LS		
53	11	Tie-In #2 - Apache/SB (6" AC Eastside)	1	LS		
54	12	Tie-In #3 - Apache/SB (6" AC School Service)	1	LS		
55	13	Tie-In #4 - Sioux 4"AC	1	LS		
56	14	Tie-In #5 - Tomahawk Ln 4" STL	1	LS		
57	15	Tie-In #6 - Pueblo St 4" AC	1	LS		
58	16	Tie-In #7 - Arrowhead Ave (4" AC Eastside)	1	LS		
59	17	Tie-In #8 - Arrowhead Ave (4" AC Westside)	1	LS		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
60	18	Tie-In #9 - Apache (8" C900 Southend)	1	LS		
61	19	Demo/Salvage Fire Hydrants	4	EA		
62	20	Cut, Cap and Abandon in place water mains and valves	9	EA		
63	21	3-Inch Miscellaneous Patch Paving	750	SF		
64	22	Additional 1-foot depth of excavation, backfill and vertical pipe and fittings	60	LF		
<b>Total for Additive Alternate Bid - Schedule B:</b>						

<b>Total Bid – Schedules A and B:</b>	
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(LS) Lump Sum  
(F) Final Pay

**Note: The award will be based on the Total Bid for both the Base Bid – Schedule A and Additive Alternate Bid – Schedule B.**

**(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)**

## SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work as required by the Contract Documents and the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

Firm Name Address City, State, Zip Code	Phone Fax	License No. DIR No.	Bid Item Number Bid Item Description		Percentage of Each Bid Item Subcontracted
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>					
<i>City, State, Zip Code</i>			<i>Fax</i>	<i>DIR No.</i>	
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>					
<i>City, State, Zip Code</i>			<i>Fax</i>	<i>DIR No.</i>	
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>					
<i>City, State, Zip Code</i>			<i>Fax</i>	<i>DIR No.</i>	
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>					
<i>City, State, Zip Code</i>			<i>Fax</i>	<i>DIR No.</i>	

*(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>
<b>The Bidder</b> _____	_____	_____
<b>Proposed Subcontractor(s)</b> _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

# NONCOLLUSION AFFIDAVIT

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

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

The bidder declares:

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

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

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

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

### NOTE:

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

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

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

## Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### Add to Proposal:

Apache Avenue Pedestrian Safety and Connectivity Project  
Contract No. 7922, CIP No. 36107021  
February 27, 2024

County of El Dorado  
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**ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS**  
(ONLY COMPLETE IF YOU ARE REQUESTING EXEMPTION(S))

BIDDER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TEPEPHONE NO. \_\_\_\_\_

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (     )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_  
(<sup>(DATE)</sup> NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and El Dorado County DOT without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and El Dorado County DOT.

## California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized individual

\_\_\_\_\_

Type or write name of company

\_\_\_\_\_

Type or write name of authorized individual

# IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

**To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below.** Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

## OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder \_\_\_\_\_ Federal ID Number (or n/a) \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title of Person Signing \_\_\_\_\_

## OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder \_\_\_\_\_ Federal ID Number (or n/a) \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title of Person Signing \_\_\_\_\_

Apache Avenue Pedestrian Safety and Connectivity Project  
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**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

<b>1. Type of Federal Action:</b>  <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	<b>2. Status of Federal Action:</b>  <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b>  <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year ____ quarter ____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <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 _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. 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>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>17. 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>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

**Federal Use Only:**

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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and 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

Apache Avenue Pedestrian Safety and Connectivity Project  
**Contract No. 7922, CIP No. 36107021**  
February 27, 2024

County of El Dorado  
**Proposal**  
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Accompanying this proposal is \_\_\_\_\_  
(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)  
in amount equal to at least ten percent of the amount of the total bid.

**The names of all persons interested in the forgoing Proposal as principals are as follows:**

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

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

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_  
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Equal Employment Opportunity Certification; Iran Contracting Act 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 \_\_\_\_\_

YEAR

# Withholding Exemption Certificate

CALIFORNIA FORM

20[ ]

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

590

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

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals – Certification of Residency**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.  
Note: Individuals cannot be tax-exempt entities.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates – Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) \_\_\_\_\_

Vendor/Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

Apache Avenue Pedestrian Safety and Connectivity Project  
Contract No. 7922, CIP No. 36107021  
February 27, 2024

County of El Dorado  
Proposal  
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# Instructions for Form 590

## Withholding Exemption Certificate

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

### General Information

#### A Purpose

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

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

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

#### B Law

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

Withholding is required on:

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

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

#### C Who can Execute this Form

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

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

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

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

#### D Who is a Resident

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

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

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

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

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

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

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

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

#### F Withholding Agent

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

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

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

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

The vendor/payee must notify the withholding agent if:

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

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

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

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

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

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

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION FRANCHISE  
TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0651  
Telephone: (888) 792-4900  
(916) 845-4900 (not toll-  
free) FAX: (916) 845-9512

#### Assistance for persons with disabilities:

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

#### Asistencia bilingüe en español

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



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



## INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

### 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 non-responsive.

1. **Local Agency** – Local Agency Completes
2. **Contract DBE Goal** - Local Agency Completes
3. **Project Location** - Local Agency Completes
4. **Project Description** - Local Agency Completes
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.
21. **Local Agency Contract Number** - Local Agency Completes
22. **Federal-Aid Project Number** - Local Agency Completes
23. **Bid Opening Date** - Local Agency Completes
24. **Contract Award Date** - Local Agency Completes
25. **Award Amount** – Local Agency Completes
26. **Local Agency Representative's Signature** - Local Agency Completes
27. **Date** - Local Agency Completes
28. **Local Agency Representative's Name** - Local Agency Completes
29. **Phone** - Local Agency Completes.
30. **Local Agency Representative Title** - Local Agency Completes

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The County of El Dorado established a Disadvantaged Business Enterprise (DBE) goal of 22.0% for this Contract. The information provided herein shows that a good faith effort was made.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or 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.

The following items are listed in the Section 2-1.12B(3), **please attach additional sheets as needed:**

- 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 in order to meet or exceed the DBE contract goal 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 (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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
<hr/>		
<hr/>		

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.

**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

**APACHE AVENUE PEDESTRIAN SAFETY AND CONNECTIVITY PROJECT  
CONTRACT No. 7922 / CIP No. 36107021**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Bond No.** \_\_\_\_\_

(seal) \_\_\_\_\_  
Principal

(seal) \_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

**(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)**

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)