

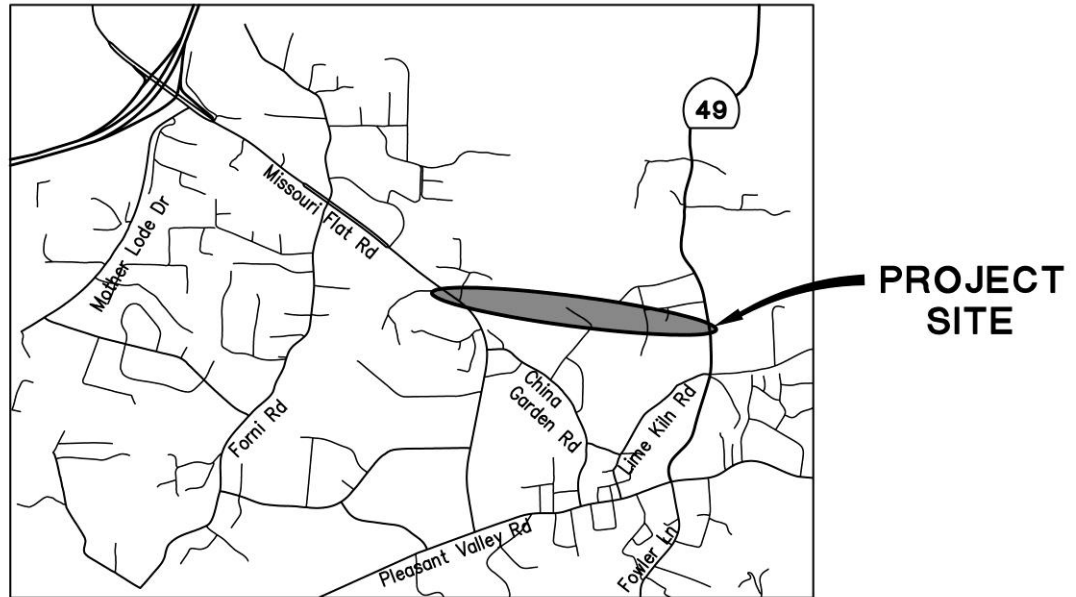
**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CONTRACT DOCUMENTS

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

DIAMOND SPRINGS PARKWAY PHASE 1B

CONTRACT No. 6558 / CIP No. 36105011



LOCATION MAP

NOT TO SCALE

FOR USE WITH
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,
2023 STANDARD SPECIFICATIONS AND STANDARD PLANS

BID OPENING DATE: FEBRUARY 28, 2025

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

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

DIAMOND SPRINGS PARKWAY PHASE 1B

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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.



Dustin W. Harrington
Registered Civil Engineer No. 71517



County of El Dorado, State of California Department of Transportation

Diamond Springs Parkway Phase 1B
Contract No. 6558 / CIP No. 36105011

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

NOTICE TO BIDDERS

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

**DIAMOND SPRINGS PARKWAY PHASE 1B
CIP No. 36105011 / CONTRACT No. 6558**

will be received by the County of El Dorado, Department of Transportation (Department of Transportation), through Quest Construction Data Network (Quest) until **February 28, 2025 at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation. The bid opening will take place virtually through Microsoft Teams. The virtual bid meeting can be accessed via the following: <https://tinyurl.com/DSP-Phase1B/> Meeting ID: 257 736 326 773 / Passcode: T4K5Ro7d / Dial in number: 530-447-0967 / Phone conference ID: 230 597 280#

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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 #9468789.**

LOCATION/DESCRIPTION OF THE WORK: The Project is located along Missouri Flat Road, in Diamond Springs in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Roadway construction between Missouri Flat Road and State Route 49 including roadway excavation, HMA paving and dike, concrete curb, gutter, and sidewalk, signing and striping, permanent and temporary fence removal and construction, drainage improvements, signal and lighting, retaining wall, and underground utility construction. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.
- B. Bids are required for the entire Work described herein.
- C. The Contract time is THREE HUNDRED THIRTY (330) WORKING DAYS.
- D. For bonding purposes, the anticipated Project cost is less than \$24,000,000.
- E. A pre-bid meeting is scheduled for this Project on **February 12, 2025 at 2:00 P.M.** at the County of El Dorado, Department of Transportation, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.
- F. This Project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

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

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$42.00 by inputting the Quest Project #9468789 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

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

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

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

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

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

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

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

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

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

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

EMISSIONS REDUCTION: Contractor must comply with emission reduction regulations mandated by the California Air Resources Board (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 Department of Transportation, email—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 bids are submitted, all listed subcontractors must be properly licensed to perform their designated portion of the Work. The Bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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

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

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

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

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

Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 36105011
January 28, 2025

County of El Dorado
Notice to Bidders
NTB-3

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

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

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

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

BID 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 County of El Dorado policies and procedures.

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

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

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

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by the County of El Dorado, Department of Transportation, Attention 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.

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.

ESCROW BID DOCUMENTS: Refer to the special provisions in the Contract Documents entitled "Escrow Bid Documents" for the provisions requiring the successful bidder to submit in a sealed lockable container to the Department of Transportation, all documentary information used to prepare its bid.

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 #9468789 "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.

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

Authorized by the Board of Supervisors on January 28, 2025, at Placerville, California.

By _____
Rafael Martinez, Director
Department of Transportation

ORGANIZATION

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

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

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

STANDARD PLANS LIST

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

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
RSP A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A20D	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows and Symbols
A24D	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
RSP A24G	Pavement Markings – Yield Lines, Limit Lines, and Wrong Way Details

EXCAVATION AND BACKFILL

A62D	Excavation and Backfill - Concrete Pipe Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts

FENCES

RSP A85	Chain Link Fence
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CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

A87A	Curbs and Driveways
A87B	Hot Mix Asphalt Dikes
A88A	Curb Ramp Details
A90A	Accessible Parking Off-Street

DRAINAGE INLETS, PIPE INLETS AND GRATES

D73B	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
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D73C	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
RSP D73E	Precast Drainage Inlets - Type GO and GDO
D73F	Precast Drainage Inlets Notes
D73G	Precast Drainage Inlets Tables
D74	Drainage Inlet Details
D75B	Concrete Pipe Inlets

FLARED END SECTIONS

D94A	Metal and Plastic Flared End Sections
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LANDSCAPE AND EROSION CONTROL

H52	Rolled Erosion Control Product
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TEMPORARY TRAFFIC CONTROL SYSTEMS

T9	Traffic Control System Tables for Lane and Ramp Closures
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4

OVERHEAD AND ROADSIDE SIGNS PANELS

S93	Framing Details for Framed Single Sheet Aluminum Signs, Rectangular Shape
S94	Roadside Framed Single Sheet Aluminum Signs, Rectangular Shape
S95	Roadside Single Sheet Aluminum Signs, Diamond Shape

ELECTRICAL SYSTEMS - LEGEND AND ABBREVIATIONS

RSP ES-1A	Electrical Systems (Legend)
RSP ES-1B	Electrical Systems (Legend)
RSP ES-1C	Electrical Systems (Legend)

ELECTRICAL SYSTEMS - SIGNAL HEADS, SIGNAL FACES AND MOUNTINGS

RSP ES-4A	Electrical Systems (Signal Head Mountings)
RSP ES-4B	Electrical Systems (Pedestrian Signal Heads)
ES-4C	Electrical Systems (Signal Heads and Mountings)
RSP ES-4D	Electrical Systems (Signal Head Mounting)
RSP ES-4E	Electrical Systems (Signal Heads and Optical Detector Mounting)

ELECTRICAL SYSTEMS - DETECTORS

ES-5A	Electrical Systems (Loop Detectors)
RSP ES-5B	Electrical Systems (Detectors)
ES-5C	Electrical Systems (Accessible Pedestrian Signal and Push Button Assemblies)

- RSP ES-5D Electrical Systems (Curb and Shoulder Termination, Trench, and Handhole Details)
 ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD, TYPE TS, AND
 PUSH BUTTON ASSEMBLY POST
- RSP ES-7A Electrical Systems (Signal and Lighting Standard, Type TS, and Push Button
 Assembly Post)
 ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARDS
- RSP ES-7B Electrical Systems (Signal and Lighting Standard, Type 1 and Equipment
 Identification Characters)
- ES-7D Electrical Systems (Signal and Lighting Standard, Case 2 Signal Mast Arm
 Loading, Wind Velocity = 100 mph and Signal Mast Arm Lengths 15' to 30')
- ES-7E Electrical Systems (Signal and Lighting Standard, Case 3 Signal Mast Arm
 Loading, Wind Velocity = 100 mph and Signal Mast Arm Lengths 15' to 45')
- ES-7F Electrical Systems (Signal and Lighting Standard, Case 4 Signal Mast Arm
 Loading, Wind Velocity = 100 mph and Signal Mast Arm Lengths 25' to 45')
 ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING STANDARD DETAILS
- RSP ES-7M Electrical Systems (Signal and Lighting Standard, Detail No. 1)
- ES-7N Electrical Systems (Signal and Lighting Standard, Detail No. 2)
- RSP ES-7O Electrical Systems (Signal and Lighting Standard, Detail No. 3)
 ELECTRICAL SYSTEMS - SIGNAL AND LIGHTING, MISCELLANEOUS
 ATTACHMENT
- ES-7R Electrical Systems (Signal and Lighting, Miscellaneous Attachment)
 ELECTRICAL SYSTEMS - PULL BOX
- RSP ES-8A Electrical Systems (Non-Traffic Pull Box)
- RSP ES-8B Electrical Systems (Traffic Pull Box)
 ELECTRICAL SYSTEMS - ISOFOOTCANDLE CURVES AND FOUNDATION
 DETAILS
- ES-11 Electrical Systems (Foundation Installations)
 ELECTRICAL SYSTEMS - SPLICE INSULATION METHODS, FUSE RATING,
 KINKING AND BANDING DETAILS
- ES-13A Electrical Systems (Splice Insulation Methods Details)

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Nonstandard Bid Items and Applicable Sections

Item Code	Item Description	Applicable Section
07200X	Excavation Safety	7
14900X	Prepare Fugitive Dust Control Plan	14
70711X	Drainage Inlet (Type GO)	70
7072XX	96" Precast Concrete Pipe Manhole	70
77009X	Lighting (Parking Area)	77
99465X	Building Removal	99

Add to the table in section 1-1.06:

Abbreviation	Meaning
CDFW	California Department of Fish & Wildlife
CVRWQCB	Central Valley Regional Water Quality Control Board
EID	El Dorado Irrigation District
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*.

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.

5. ConstructConnect at www.constructconnect.com
6. Quest Construction Data Network's website as described in the *Notice to Bidders*

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

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

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

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

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

Department does not release CAD files during bidding.

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

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

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Available as specified in the <i>Notice to Bidders</i>	<ul style="list-style-type: none"> • Cross Sections • Geotechnical Report • Revised Standard Plans • Photos of Buildings for Removal • Asbestos Building Demolition Inspection / Survey

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

Proposal Pay Items and Bid Price Schedule.

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

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

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

Add to section 2-1.12B(1):

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

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

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

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

2-1.15 RESERVED

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

2-1.18 RESERVED

Replace section 2-1.27 "CALIFORNIA COMPANIES" with:

2-1.27 RESERVED

Delete section 2-1.31.

Replace section 2-1.33 with:

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

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

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

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

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

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

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

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

Replace the last paragraph of section 2-1.34 with:

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 2-1.35 with:

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

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 1st sentence in section 2-1.46 with:

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

Replace the 1st sentence in the 2nd paragraph section 2-1.46 with:

County Board of Supervisors may reject:

Replace section 2-1.47 with:

2-1.47 BID RELIEF

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

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

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3 CONTRACT AWARD AND EXECUTION

Delete items 1 and 2 of section 3-1.02B.

Replace section 3-1.04 with:

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

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

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

Replace section 3-1.05 with:

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

The successful Bidder must furnish two bonds:

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

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

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

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

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

Replace section 3-1.08 “SMALL BUSINESS PARTICIPATION REPORT” with:

3-1.08 RESERVED

Replace section 3-1.11 with:

3-1.11 COUNTY PAYEE DATA RECORD FORM

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

Replace “Reserved” in section 3-1.14 with:

3-1.14 ESCROW BID DOCUMENTS

Scope

The successful Bidder must submit to Office Engineer within ten (10) business days of the date of the Notice of Award of the Contract letter, one sealed copy of all documentary information generated in preparation of bid prices for this project. This material is hereinafter referred to as Escrow Bid Documents (EBDs). The EBDs of the successful bidder will be held in escrow for the duration of the contract. The successful Bidder agrees, as a condition of execution of the Contract, that the EBDs constitute the only complete documentary information used in preparation of its bid. No other bid preparation information will be considered in resolving disputes. Nothing in the EBDs will change or modify the terms or conditions of the Contract.

Ownership

The EBDs are and must always remain your property subject only to joint review by you and County, except as provided for herein.

County stipulates and expressly acknowledges that the EBDs, as defined herein, constitute trade secrets. This acknowledgment is based on County’s express understanding that the information contained in the EBDs is not known outside your business, is known only to a limited extent and only by a limited number of your employees, is safeguarded while in your possession, and is extremely valuable to competitors by virtue of it reflecting your contemplated techniques of construction.

County acknowledges that EBDs and the information contained therein are made available to County only because such action is an express prerequisite to execution of the Contract by County. County acknowledges that the EBDs include a compilation of information used in your business, intended to give you an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation. County agrees to safeguard the EBDs and all information contained therein to the fullest extent permitted by law.

Purpose

EBDs will be used to assist in the negotiation of price adjustments and variations and in the settlement of disputes, claims and other controversies. They will not be used for evaluation of your anticipated methods of construction or to assess your qualifications for performing the Work.

Format and Contents

You may submit EBDs in their usual cost estimating format. It is not intended that extra work is required in preparing the bid but to ensure that the EBDs will be adequate to enable complete and proper understanding and proper interpretation for their intended use. The EBDs must be in the English language only.

The EBDs must clearly itemize the estimated costs of performing the work of each item contained in the Proposal Pay Items and Bid Schedule. Items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The EBDs must include all quantity take-offs, crews, assumed overtime, equipment, calculations of rates of production and progress, acceleration costs, copies of quotations from Subcontractors and suppliers, and memoranda, narratives, consultants reports, add/deduct sheets, and all other information you used to arrive at the prices contained in the bid. Estimated costs must be broken down into your usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in your usual format. Your allocation of plant and equipment, indirect costs, contingencies, mark-up, and other items to each bid item must be clearly indicated.

The EBDs must clearly show in calculations, text, or both, the relationship between baseline indications presented in the Contract Documents and assumptions that form the basis for your means, methods, equipment selection, rates of production, and costs.

All costs must be identified. For bid items where the extended amount is less than \$10,000 estimated unit costs are acceptable without a detailed cost estimate, providing that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

Bid Documents provided by County should not be included in the EBDs unless needed to comply with the above requirements.

If the Bidder's Proposal is based on subcontracting any part of the Work, each Subcontractor whose total subcontract price exceeds five percent of the total contract price proposed by the bidder, must provide separate EBDs to be included with those of the Bidder. These documents will be opened and examined in the same manner and at the same time as the examination described above for the apparent successful Bidder.

If you wish to subcontract any portion of the Work after award, County retains the right to require you to submit EBDs from the Subcontractor for subcontracts that exceed 5% of the total contract amount before the subcontract is approved.

Submittal

The EBDs must be submitted by the successful bidder in a sealed lockable container within ten (10) business days of the date of the Notice of Award of the Contract letter. The container must be clearly marked on the outside with the Bidder's name, date of submittal, project name, Contract No., and the words "Escrow Bid Documents".

The EBDs must be accompanied by the "Bid Documentation Certification", signed by an individual authorized by the Bidder to execute the bid, stating that the material in the Escrow Bid Documentation constitutes all the documentary information used in the preparation of the bid and that he or she has personally examined the contents of the EBDs container and has found that the documents in the container are complete.

"Escrow Bid Document Certification"

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL THE INFORMATION USED IN PREPARATION OF THE BID AND THAT I HAVE PERSONALLY EXAMINED THESE CONTENTS AND HAVE FOUND THAT THIS BID DOCUMENTATION IS COMPLETE.

SIGNATURE:

Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 36105011
January 28, 2025

County of El Dorado
Special Provisions
25-0053 C 24 of 148-9

NAME:
(Print)

TITLE:

FIRM:

DATE:

Prior to execution of the Contract by County, the EBDs of the successful bidder will be examined, organized and inventoried by representatives of County, together with members of your staff who are knowledgeable in how the bid was prepared. This examination is to ensure that the EBDs are authentic, legible, and complete. It will not include review of and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of the Contract Documents. Examination will not alter any condition(s) or term(s) of the Contract.

If all documentation required in the "Format and Contents" has not been included in the original submittal, additional documentation must be submitted, at County's discretion, prior to execution of the Contract by County. The detailed breakdown of estimated costs must be reconciled and revised, if appropriate, by agreement between you and County before execution of the Contract by County.

Failure of the successful bidder to furnish the EBDs in accordance with section 3-1.14 constitutes a failure to execute and return the Contract as required resulting in forfeiture of Bidder's security. County will then recommend that the Board of Supervisors award the Contract to the second lowest bidder, who must comply with the EBDs provisions herein.

Storage

The EBDs will be stored with the Office Engineer at 2850 Fairlane Court, Placerville, CA. in the lockable container. You must provide the lockable container and you must maintain possession of the key.

Examination

The EBDs must be examined by both you and County, at any time deemed necessary by either you or County, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes. Examination of the EBDs is subject to the following conditions:

1. As trade secrets, the EBDs are proprietary and confidential as described above.
2. You and County must each designate, in writing to the other party a minimum of ten calendar days prior to examination, representatives who are authorized to examine the EBDs. No other person will have access to the EBDs.
3. Access to the EBDs will take place only in the presence of duly designated representatives of both you and County.

Final Disposition

County will return the EBDs and the lockable container to you when the Contract has been completed and final settlement has been achieved.

Replace section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful Bidder must sign the *Agreement*.

Deliver to Office Engineer:

- 1) Two Original Signed *Agreements*
- 2) Contract Bonds
- 3) Documents identified in section 3-1.07 and 7-1.06
- 4) Documents identified in and marked as specified in section 3-1.14, if applicable.

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

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

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

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

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5 CONTROL OF WORK

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

Ensure the Department, Caltrans, Army Corps of Engineers, California Department of Fish and Game, California Regional Water Quality Control Board Central Valley Region, El Dorado Irrigation District, PG&E, AT&T, COMCAST, and CVIN safe access to the work. Furnish facilities necessary for the Department, Caltrans, Army Corps of Engineers, California Department of Fish and Game, California Regional Water Quality Control Board Central Valley Region, El Dorado Irrigation District, PG&E, AT&T, COMCAST, and CVIN inspection.

Delete section 5-1.09.

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

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

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

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

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

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

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

5-1.13C RESERVED

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

5-1.13D RESERVED

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Business and Professions Code §7108.5 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 section 5-1.20B(1):

The Department has obtained and included in Appendix B:

- 1) Central Valley Regional Water Quality Control Board Clean Water Act 401 Technically Conditioned Water Quality Certification

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.

Add section 5-1.20B(5):

The Department has obtained easements from:

Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 36105011
January 28, 2025

County of El Dorado
Special Provisions
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APN	Temporary Construction Easement (TCE)	Slope and Drainage Easement (SDE)	Public Service Easement (PSE)	Public Utility Easement (PUE)	Right of Way Easement (RWE)
327-260-039		X		X	
051-250-023	X	X		X	
051-250-055	X	X		X	
327-270-018	X	X		X	
327-260-005		X		X	
327-260-006		X		X	
327-270-048		X		X	
327-270-049		X		X	
051-250-039	X	X		X	
051-250-033	X	X		X	
327-270-043		X		X	
327-270-046		X		X	
327-270-050		X		X	
051-250-016					X
051-250-017					X
051-250-022		X		X	
051-250-048					X
051-250-011	X	X		X	
051-250-065	X		X		
051-250-061		X	X		
051-250-054	X	X		X	

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

5-1.20H Coordination With Schools

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

Herbert Green Middle School

3781 Forni Road
Placerville, CA 95667
Principal: Mary Beal
(530) 622-4668

Independence High School

385 Pleasant Valley Road
Diamond Springs, CA 95619
Administrator: Jennifer Myers
(530) 622-7090

Union Mine High School

6530 Koki Lane
El Dorado, CA 95623
Principal: Paul Neville
(530) 621-4300

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.
 You must comply with the following property owner requirements:

APN	Property Owner Requirement
327-260-039	1. Remove and relocate existing mailbox at driveway entrance.
051-250-023	1. Relocate and replace and chain link fence removed.
051-250-055	1. Remove and relocate existing wrought iron fence and gate along Throwita Way inside the property, outside of easements. 2. Construct a retaining wall within easements to protect the existing office building.
327-270-018	1. Replace removed chain link fencing in-kind. 2. Construct a driveway apron within curb/gutter/sidewalk at Diamond Springs Parkway. 3. Relocate existing septic system leach field.
327-260-005 & 006	1. Remove and relocate existing mailbox at driveway entrance. 2. Replace and relocate any septic system leach field lines damaged during construction.
327-270-048 & 049	1. Construct three (3) driveway aprons within curb/gutter/sidewalk at Diamond Springs Parkway & Missouri Flat Road.
051-250-039	1. Relocate and replace and chain link fence and gate along southern portion of property.
051-250-033	1. Relocate fencing and gates along Throwita Way as necessary.
327-270-043 & 049 & 050	1. Install approximately 720' of chain link fence along southern property line. Provide temporary chain link fence along slope easement boundary during construction. 2. Relocate gate to new location to be coordinated with seller. 3. Install concrete inlet with top grate and connect existing drainage system to new system. 4. Construct two (2) driveway aprons within curb/gutter/sidewalk at Diamond Springs Parkway.
051-250-016 & 017	1. Remaining property on parcels 016 & 017 will be cleared, grubbed, graded, and seeded. 2. Construct two (2) driveway aprons within curb/gutter/sidewalk at Bradley Drive. 3. Perform finish grading on remaining portions of parcels 016 & 017 to match contours.

Replace section 5-1.24B with:

5-1.24B Department Construction Surveys for Automated Machine Guidance

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

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

The Department sets slope stakes and rough grade stakes at:

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

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

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

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

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

Replace section 5-1.25 with:

5-1.25 AUTOMATED MACHINE GUIDANCE

5-1.25A General

You may use automated machine guidance (AMG) if the AMG meets or exceeds the staking tolerances described in section 12.5, "Typical Department-Furnished Construction Stakes," of the Department's *Surveys Manual*.

You are responsible for determining whether the work and site conditions are practical for AMG use.

Furnish a global navigation satellite system (GNSS) rover compatible with your GNSS base station or the GNSS correction service you subscribe to. The Department returns the GNSS rover upon work completion. This is change order work.

At the preconstruction conference, be prepared to discuss survey control points, site and equipment calibration, inspection methods, conflict resolution, and staking.

5-1.25B Definitions

automated machine guidance: Technology that uses positioning devices, singly or in combination, such as global navigation satellite systems (GNSS), total stations, or rotating laser levels, to determine and control the real-time position of construction equipment using onboard computer equipment.

California Coordinate System of 1983 (CCS83): CCS83 as defined in Pub Res Code § 8801.

digital construction model: Three-dimensional model used by the Contractor's AMG equipment.

digital design model: Three-dimensional model consisting of roadway design alignments, profiles, and cross sections representing the finished grade.

digital terrain model: Three-dimensional model representing the original ground before job site activities start.

global navigation satellite system: Satellite system used to pinpoint the geographic location of a user's receiver anywhere in the world. Two GNSS systems are in operation: the US GPS and the Russian Federation's GLONASS. Each of the GNSS systems uses a constellation of orbiting satellites working in conjunction with a network of ground stations.

GNSS base station: Single ground-based system consisting of a GNSS receiver, antenna, and telemetry equipment that provides differential GNSS correction signals to other GNSS receivers or rovers. Multiple base stations can be combined into a GNSS network.

GNSS correction service subscription: Subscription service to receive differential GNSS correction signals for higher accuracy GNSS positioning without the need of a GNSS base station. Signals are normally received via cellular wireless data services.

GNSS rover: Portable GNSS antenna, receiver, rod, and data collector with telemetry equipment for real-time point measurements.

grid: Cartesian coordinate system of Northing (y) and Easting (x) coordinates using CCS83.

robotic total station: Survey instrument capable of tracking an optical target and providing real-time coordinates of the target to the equipment operator and AMG equipment. A robotic total station unit can provide AMG if site conditions do not allow GNSS receivers to be used and if a higher accuracy is required than the GNSS provides.

site calibration or localization: Process that establishes the relationship between the observed control point coordinates and the site coordinate system, which is usually grid. The term applies to both GNSS and robotic total station equipment.

5-1.25C Electronic Files

The Department makes electronic design files available only to the awarded contractor after Notice to Proceed has been issued and Contractor has signed the County release form. .

You must create the digital construction model (DCM).

Convert the electronic design files to a format compatible with your AMG system. Manipulation of the electronic design files is at your own risk.

Submit copies of the digital construction model files and any updates to them in a format requested by Department.

Digital design model information may not exist for contour grading and some drainage areas. The Department places stakes for these areas.

The Department provides you with updated electronic data whenever the Engineer determines a plan change materially affects the finished grade. For minor grade changes, the Department places stakes and marks.

5-1.25D Quality Control Plan

Submit an AMG QC plan at least 15 days before starting work requiring AMG. The plan must include the following information:

1. Contract number
2. Name and contact information of the AMG QC technician
3. Limits of the area for which the AMG will be used
4. Scope of work to be completed using AMG for the following work categories:
 - 4.1. Clearing and grubbing
 - 4.2. Earthwork
 - 4.3. Trench excavation
 - 4.4. Rough grading
 - 4.5. Subgrade
 - 4.6. Subbase
 - 4.7. Base
 - 4.8. Curb and gutter
 - 4.9. Cold planning or milling existing pavement
 - 4.10. Paving
 - 4.11. Intelligent compaction
 - 4.12. Concrete barrier
 - 4.13. Finishing roadway
5. Project control plan sheet detailing control points covering the job site

6. List of GNSS equipment, including:
 - 6.1. Type
 - 6.2. Manufacturer
 - 6.3. Model
 - 6.4. Software version
7. Description of GNSS site calibration or localization checking, including:
 - 7.1. List of equipment requiring calibration or localization checking
 - 7.2. Site calibration or localization procedures
 - 7.3. Frequency of calibration or localization
 - 7.4. Format for recording calibrations or localizations, including:
 - 7.4.1. Date
 - 7.4.2. Locations where calibration or localization was performed
 - 7.4.3. GNSS equipment manufacturer and model
 - 7.4.4. Range of required tolerance
 - 7.4.5. Name and signature of the person performing calibration or localization
 - 7.5. Reporting time for submitting records of calibration or localization
8. Description of daily GNSS equipment or robotic total station equipment check-testing procedures, including the format for recording daily check testing
9. List of AMG onboard computer equipment, including:
 - 9.1. Type
 - 9.2. Manufacturer
 - 9.3. Software version
 - 9.4. List of AMG-controlled equipment, including:
 - 9.4.1. Type, such as loader or grader
 - 9.4.2. Manufacturer
 - 9.4.3. Model
10. Procedures for AMG-controlled equipment calibration, including:
 - 10.1. Description of equipment calibration procedures
 - 10.2. Frequency of calibration
 - 10.3. Format for recording calibration information
11. Electronic data file control, including:
 - 11.1. Name and contact information of the person responsible for the electronic files
 - 11.2. DCM file-naming convention
 - 11.3. Description of the process that will be used to upload the DCM to the AMG equipment
 - 11.4. Description of the process that will be used whenever updated DCM files are required to be uploaded to the AMG equipment

If QC procedures or personnel change, submit a QC plan supplement describing the change.

5-1.25E Quality Control Technician

During AMG activities, provide a QC technician to be responsible for:

1. GNSS site calibration or localization and upload to all GNSS receivers
2. Maintenance of GNSS and AMG equipment
3. Documentation of the calibration or localization and maintenance of GNSS equipment
4. Daily calibration and documentation of AMG equipment
5. Daily setup and takedown of GNSS and robotic total station components

5-1.25F Just-in-Time Training

Provide at least 8 hours of just-in-time (JIT) training on the GNSS rover for up to 3 Department employees. Provide training materials and equipment.

The JIT training must cover the following topics:

1. Background information for the GNSS to be used
2. Setup and calibration checks for:

- 2.1. GNSS receiver
 - 2.2. GNSS base station
 - 2.3. GNSS rovers
 - 2.4. Machinery
3. Operation of the GNSS rover, including:
 - 3.1. Setup data collection
 - 3.2. Settings for alignments and profiles
 - 3.3. Onboard display options
 4. Demonstration of grade checking using the rover

5-1.25G Construction

5-1.25G(1) General

If you find a discrepancy in any survey control point, survey stake, or in the electronic data provided, immediately, submit an RFI.

5-1.25G(2) GNSS Site Calibration or Localization

Perform GNSS site calibration or localization to the survey control points at least 5 business days before starting work requiring AMG.

Check each survey control point for accuracy. Submit the GNSS site calibration or localization results within 1 business day of the calibration or localization testing. Allow 3 business days for the review of the results.

5-1.25G(3) GNSS Check Testing

Before starting daily work requiring AMG, conduct check testing for the proper setup of the GNSS or robotic total station equipment. Ensure the GNSS or robotic total station equipment achieves accuracies within:

1. 0.10 foot in both horizontal and vertical directions for rough grading
2. 0.05 foot in horizontal directions and 0.02 foot in vertical directions for final grades

Before starting daily production, conduct check testing of the AMG equipment and the GNSS rovers.

Within 1 business day after check testing, submit the check-testing results as informational submittals.

5-1.25G(4) Grade Verification

If requested, provide a GNSS rover and personnel to operate it for the Engineer's use in verifying grades.

Replace section 5-1.26 with:

5-1.26 GRADE QUALITY CONTROL

If you use a global navigation satellite system (GNSS) rover, robotic total station equipment, or a level to check the grades, check at the frequencies shown in the following table:

Grade Checking Requirements

Type of work	Area or distance represented by the grade checking	Frequency (number of grade points)
Earthwork for cut and fill slopes ≤15 feet	200 feet	2
Earthwork for cut and fill slopes >15 feet	1,000 sq yd	1
Rough grading	1,000 sq yd	1
Trenching	100 feet	6
Subgrade	1 mi	30
Subbase layer	1 mi	50
Base layer	1 mi	100
Curb and gutter	100 feet	6
Concrete barrier	100 feet	5
Finishing roadway	1,000 sq yd	2

Increase the frequency of grade checking of a roadway:

1. Wherever its curve radius is 500 feet or less
2. In areas of a superelevation transition
3. At intersections

Notify the Engineer when an area is ready for line and grade inspection. Submit the grade checking results on a Grade Checking Report form as an informational submittal.

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

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

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

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

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

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

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

El Dorado Irrigation District

Liz Carrington
(530) 642-4513
2890 Mosquito Road
Placerville, CA 95667

Comcast

Cameron Alves
(916) 200-9060
1242 National Drive
Sacramento, CA 95834

Pacific Gas and Electric Company

Kelly Marshall
(209) 728-4879
4636 Missouri Flat Road
Placerville, CA 95667

AT&T

Darren Mortensen
(530) 621-6926
281 Industrial Drive
Placerville, CA 95667

Vast Networks

Barbara Nelson
(559) 554-9119
7447 N. Palm Bluffs Avenue, Suite 105
Fresno, CA 93711

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility Owner	Facility	Location	Working Days
Pacific Gas & Electric	Underground Electric (Joint Trench)	'DSP' Line 85+04 to 100+20, 'TW' Line south of 10+00	120
AT&T	Underground Telephone (Joint Trench)	'DSP' Line 85+04 to 100+20, 'TW' Line south of 10+00	120

You may work concurrently with utility work by others shown in the table above if your work does not interfere with the utility work.

Delete paragraphs 2, 3, and 4 of section 5-1.43A.

Add to section 5-1.43A:

Submit potential claim records via email or hard copy to Department.

Replace the 1st and 2nd sentence of the 2nd paragraph of section 5-1.46 with:

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

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

6 CONTROL OF MATERIALS

Add to the beginning of section 6-1.02:

For the Diamond Springs Parkway / State Route 49 intersection, the Department furnishes you with:

- Magnetic detector amplifiers and magnetic sensing elements
- Loop detector sensor units
- Model 2070E controller assembly, including controller unit, completely wired 342LX controller cabinet, and detector sensor units
- Components of battery backup system as follows:
 - 1. Inverter/charger unit
 - 2. Power transfer relay
 - 3. Manually-operated bypass switch
 - 4. Battery harness
 - 5. Utility interconnect wires
 - 6. Battery temperature probe
 - 7. Relay contact wires

The Department furnishes you with the equipment listed above at 11325 Sanders Drive, Rancho Cordova, CA 95742. Notify the Engineer at least 48 hours prior to pick up of materials.

For the Diamond Springs Parkway / Missouri Flat Road and Diamond Springs Parkway / Throwita Way intesections, the Department furnishes you with:

- Siemens M60 Series ATC NEMA controller assembly, including controller unit, completely wired NEMA TS2-1 P+ controller cabinet, and all auxiliary equipment required to operate the system
- Battery backup system (Alpha Technologies short-term and Alteryg FPS 148N fuel cell engine and 336 Freedom Fuel long-term storage modules)
- Video image detection system (Gridsmart bell cameras)

The Department furnishes you with the equipment listed above at 2441 Headington Road, Placerville, CA 95667. Notify the Engineer at least 48 hours prior to pick up of materials.

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

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

Replace the 1st sentence of the 3rd paragraph of section 6-2.01E with:

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

Replace the 3rd paragraph of section 6-2.01F with:

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

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02A:

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

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

7-1.02C Emissions Reduction

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

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

7-1.02E Reporting [2 CFR 200.328]

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

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

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

7-1.02F Copyrights [2 CFR 200.315]

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

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

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

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

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

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

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

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

Comply with:

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

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

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

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

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

Add to section 7-1.02K(3):

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

Add to section 7-1.02K(4):

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

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

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

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

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

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

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

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80

mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Unregulated earth material exists throughout the job site.

Reuse all excavated material within the top 2 feet of the ground surface adjacent to existing roadways within the project site.

Add to section 7-1.02M(2):

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

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

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

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

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

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

Furnish the following fire tools:

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

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

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

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

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

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

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

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

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

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

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

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

, whichever is longer.

Delete the 24th paragraph of section 7-1.04.

Add to the end of section 7-1.04:

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

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

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

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

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

Replace section 7-1.05 "Indemnification" with:

7-1.05 INDEMNIFICATION

Comply with Article 5 "Indemnity" of the Agreement.

Replace section 7-1.06 “INSURANCE” with:

7-1.06 INSURANCE

7-1.06A General Insurance Requirements

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

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

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

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

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

Total Bid	For Each Occurrence ¹	Aggregate for Products/Completed Operation	General Aggregate ²
≤ \$1,000,000	\$2,000,000	\$4,000,000	\$4,000,000
> \$1,000,000 ≤ \$10,000,000	\$2,000,000	\$4,000,000	\$4,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$4,000,000	\$4,000,000
> \$25,000,000	\$2,000,000	\$4,000,000	\$4,000,000

1. Combined single limit for bodily injury and property damage.
2. This limit applies separately to your work under this contract.
* See exclusion provisions for Small Business subcontractors in Section 7-1.06D(2).

1. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
2. If you are a licensed professional and are performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).

7-1.06B Proof of Insurance Requirements

Furnish proof of coverage satisfactory to the County of El Dorado Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division. Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the County and the State of California.

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

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

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

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

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

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or you must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. You must require each of your subcontractors to procure and maintain commercial general liability insurance, umbrella or excess liability insurance, workers' compensation insurance and automobile liability insurance of the types and in the amounts specified above, or you must insure the activities of your subcontractors in your policy in like amounts. For each subcontractor, the "Total Bid" in the Table above will be interpreted as the total amount of work subcontracted to the subcontractor. You must also require each of your subcontractors to name you and the County of El Dorado and any other additional insured listed above as additional insureds. You must not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" will be interpreted as the amount of subcontracted work to a certified Small Business.

7-1.06C Insurance Notification Requirements

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

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

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

7-1.06D Additional Standards

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

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

7-1.06E Commencement of Performance

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

7-1.06F Material Breach

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

7-1.06G Reporting Provisions

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

7-1.06H Primary Coverage

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

7-1.06I Premium Payments

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

7-1.06J Contractor's Obligations

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

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8 PROSECUTION AND PROGRESS

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

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

With the exception of preparing and obtaining Department's authorization of the Storm Water Pollution Prevention Plan (SWPPP), or Water Pollution Control Program (WPCP), whichever is applicable, and preparing and obtaining Department's acceptance of the Critical Path Method (CPM) baseline schedule,

any work performed in advance of the date stated in the Notice to Proceed is at your risk and as a volunteer. Submit a completed Subcontracting Request form, Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM), or equivalent and obtain approval before beginning work on a subcontract. Comply with applicable parts of section 5-1.13B(1).

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. CPM baseline schedule
2. Notification DRA or DRB nominee and disclosure statement
3. Traffic Control Plan
4. Certificate of Reported Compliance with CARB for road legal diesel vehicles over 14,000 pound gross vehicle weight.”

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

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

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

Contract working hours are between the hours of 7:00 a.m. to 7:00 p.m. on weekdays. Working hours are between the hours of 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays unless otherwise authorized.

Add to the end of section 8-1.06:

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

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

Replace section 8-1.10A with:

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

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

8-1.10D Director Days

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

By granting director days, the Director adds working days to the Contract. The Director may either grant enough days to eliminate the liquidated damages or fewer. In the latter case, the Department deducts liquidated damages for the remaining overrun in Contract time. The Director may deduct the Department’s

engineering, inspection, and overhead costs incurred during the period of extension granted as director days.

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

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

Replace section 8-1.14 “Contract Termination” with:

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

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9 PAYMENT

Add to end of section 9-1.03:

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

Replace the last paragraph of section 9-1.03 with:

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

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

Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 20104.50.

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

These amounts are shown on the *Pay Estimate*.

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

required forms, dust control submittals,

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

Stop notice information may be obtained from the Engineer.

Replace section 9-1.16F with:

9-1.16F Retentions

9-1.16F(1) General

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

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

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

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

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

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime 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 required by Section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

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

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace "Reserved" in section 10-1.02A with:

If vegetation removal and/or ground disturbing activities are scheduled between February 1 and October 1 then a breeding bird survey will be conducted no more than three (3) days prior to the start of construction by the County biologist. This will include surveys of the ground, herbaceous, shrub, and canopy vegetation. Concurrently, the County biologist will also survey for trees capable of supporting a sizeable bat maternity roost. The results of the nest survey will be submitted to CDFW by the County biologist before the start of work. The survey will be conducted within a minimum 1/4-mile radius of project activities.

If active nests or bat maternity roosts are found during the pre-construction survey, the nest will be mapped and photographed. A buffer or installation of appropriate barriers will be established between the project activities and the active nest or roost so that nesting activities are not interrupted. The construction-free buffer zone will be marked with flagging, stakes, or other means to mark the boundary. The buffer will be in effect throughout project activities or until the nest is no longer active. The size of the non-disturbance buffer and any other restrictions will be determined by the County biologist following completion of the survey and prior to the start of project activities. The buffer(s) will be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project. No tree removal will occur within 250 feet of the active nest/roost unless approved by the County biologist. For trees removed that are located more than 250 feet but less than 500 feet from an active nest, the County biologist will need to be present to observe the nest/roost during tree removal.

If a lapse in project-related work of 15 days or longer occurs, another focused survey will need to be conducted before project work can be reinitiated.

If, during the course of carrying out the project, an active nest is identified or becomes established, that was not previously identified, the County biologist will be notified and consulted before construction may continue. The contractor is not allowed to destroy or disturb any active bird nest or any raptor nest at any time.

The time period for completing the work within the area of the stream will be restricted to periods of dry weather and will be confined to the period of May 1 to October 15. Construction activities will be timed with awareness of precipitation forecasts and likely increases in stream flow. The work period within and adjacent to the stream will be restricted to periods of low rainfall (less than 1/4" per 24 hour period) and periods of dry weather (with less than a 20% chance of rain). All erosion control measures must be initiated prior to all storm events. Construction activities within the area of the stream must cease until all reasonable erosion control measures, inside and outside of the channel, have been implemented prior to all storm events. You will monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work will occur during a dry-out period of 24 hours after rainfall of 1/2" or greater per 24-hour period. Weather forecasts must be documented. Revegetation, restoration and erosion control work is not confined to this time period.

Add to the beginning of section 10-1.02B:

Install loop detectors in the uppermost layer of the new pavement.

Add to the beginning of section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than 1 working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation, you may use native material for this purpose except you must use structural material once you start placing the pavement structure. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Add section 10-1.02F:

10-1.02F Pre-Construction Drainage Patterns

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

Add to the end of section 10-4:

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

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11 WELDING

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12 TEMPORARY TRAFFIC CONTROL

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

Construction project funding signs must comply with and include the details as shown in Appendix A.

Add to the beginning of section 12-3.32C:

Place PCMSs in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Shoulder closure

For 5 days starting on the day of signal activation, place 1 PCMS in each direction of travel and display the following message in all caps: *Signal Ahead -- Prepare To Stop*.

Add between the 9th and 10th paragraphs of section 12-3.32C:

Start displaying the message on the sign 15 minutes before closing the lane or shoulder or when directed by the Engineer.

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 4th paragraph of Section 12-4.02A(3)(b):

15 days to 20 days.

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

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

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

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

Notify the Engineer of delays in your activities caused by:

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

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

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

Submit a contingency plan for each of the following activities:

1. Roadway excavations encroaching on the traveled way not protected by Type K railing
2. Cold-planning asphalt concrete for depths of 2 inches or greater
3. HMA paving
4. Striping

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.

Add to the end of section 12-4.02C(3)(a):

If work vehicles or equipment is parked on the shoulder within 6 feet of a traffic lane, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C(8).

Keep a minimum of 1 paved traffic lane at least 11 feet wide open for traffic in each direction of travel.

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

12-4.02C(3)(f) Closure Restrictions for Designated Holidays and Special Days

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

Lane Closure Restrictions For Designated Holidays And Special Days										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	H xx	xx	xx							
	SD xx									
x	xx	H xx	xx							
		SD xx								
	x	xx	H xx	xx						
			SD xx							
	x	xx	xx	H xx	xxx					
	x	xx	xx	SD xx	xxx					
				x	H xx					
				x	SD xx					
					x	H xx				
						SD xx				
						x	H xx	xx	xx	xx
							SD xx			
Legend:										
	Refer to lane requirement charts.									
x	The full width of the traveled way must be open for use by traffic after 1400 hours.									
xx	The full width of the traveled way must be open for use by traffic.									
xxx	The full width of the traveled way must be open for use by traffic until 2200 hours.									
H	Designated holiday									
SD	Special day									

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

Comply with the requirements for a conventional highway lane closure shown in the following charts:

Chart No. 1 Conventional Highway Lane Requirements																									
County: El Dorado										Route: 49					Post Mile: 11.86/12.4										
Closure limits: Pleasant Valley Road to Truck Street																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Thu	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Fri	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	N	N	N	N
Sat	N	N	N	N	N	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	N	N	N	N
Sun	N	N	N	N	N	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Legend:																									
R	Provide at least 1 through traffic lane not less than 11 feet in width for use by both directions of travel. (Reversing Control)																								
N	No work is allowed.																								
REMARKS:																									

Chart No. 2 Conventional Highway Lane Requirements																									
County: El Dorado										Route: Missouri Flat Road & Pleasant Valley Road															
Closure limits:																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon-Thu	R	R	R	R	R																	R	R	R	R
Fri	R	R	R	R	R																	N	N	N	N
Sat	N	N	N	N	N																	N	N	N	N
Sun	N	N	N	N	N																	R	R	R	R
Legend:																									
R	Provide at least 1 through traffic lane not less than 11 feet in width for use by both directions of travel. (Reversing Control)																								
N	No work is allowed.																								
	Provide 1 traffic lane not less than 11 feet in width for use in each direction of travel. No work in the median two-way left turn lane is allowed.																								
REMARKS:																									

Chart No. 3 Conventional Highway Lane Requirements																									
County: El Dorado										Route: Throwita Way & Bradley Drive															
Closure limits: Within project limits.																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Fri	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	N	N	N	N
Sat	N	N	N	N	N	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	N	N	N	N
Sun	N	N	N	N	N	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Legend:																									
R	Provide at least 1 through traffic lane not less than 11 feet in width for use by both directions of travel. (Reversing Control)																								
N	No work is allowed.																								
	Provide 1 traffic lane not less than 11 feet in width for use in each direction of travel.																								
REMARKS:																									

Replace the 1st paragraph of section 12-4.02C(7)(a) with:

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

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

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

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 5 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made. Delays to public traffic shall not exceed a total of 10 minutes.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 0.1 mile between flaggers.

Not more than 1 stationary one-way-reversing traffic-control lane closures will be allowed at one time.

Provide access for bicyclists through the one-way-reversing traffic-control work zone.

Add to the end of section 12-4.02C(8)(a):

If shoulders are closed , use one of the following advance warning signs:

1. W20-1 (Road Work Ahead)
2. W21-5b (Right/Left Shoulder Closed Ahead)
3. C24(CA) (Shoulder Work Ahead)

Replace section 12-4.02C(9)(c)(i) with:

12-4.02C(9)(c)(i) General

Add to section 12-4.02D:

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

Replace “Not Used” in section 12-4.04D with:

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

Add to section 12-6.01:

Provide temporary pavement delineation (painted traffic stripes and painted pavement markings) as necessary to ensure safe passage of traffic through the work zones during the various construction stages. Indicate temporary pavement delineation on the traffic control plans submitted to the Engineer for approval prior to the start of work.

Replace section 12-6.04 with:

Payment for temporary pavement delineation is included in the payment for traffic control system.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

13 WATER POLLUTION CONTROL

Add item 9 to the list in the 5th paragraph of section 13-1.03C:

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

Add to section 13-1.04:

The Department does not adjust the unit price for an increase or decrease in the water quality sampling and analysis day quantity.

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

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.

Replace the 2nd paragraph of section 13-3.01A with:

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

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 Central Valley RWQCB will review the authorized SWPPP:

Replace "15" in 2nd sentence of the 3rd paragraph of section 13-3.01C(2)(a) with "7".

Add to the 6th paragraph of section 13-3.01C(2)(a):

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

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

6. There is a Permit violation

Add to the beginning of the 1st sentence of the 1st 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 13-1.01D(2):

The Central Valley RWQCB has issued a Section 401 Water Quality Certification Permit for this project. A copy of this Section 401 Water Quality Certification Permit is included in Appendix B of these special provisions. You must comply with all requirements of this permit. You must maintain a copy of the permit at the project site and must make them available during construction.

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.

Add to section 13-3.03:

If the Engineer determines that resources sufficient to bring you into compliance with section 13 have not been allocated, the Engineer may redirect any of your resources available at the project site toward this effort. If the Engineer redirects resources due to your non-compliance with the provisions of section 13,

the County will not be responsible for any delays to your schedule resulting from the reallocation, and no compensation will be made for these delays.

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

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

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

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

in the Proposed Final Pay Estimate

Delete item 2 of the 2nd paragraph of section 13-3.04.

Add to section 13-3.04:

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

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

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

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

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

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

Add to the 4th paragraph of section 13-4.03B(1):

The WPC manager must notify the Engineer immediately.

Add to the 3rd paragraph of Section 13-4.03F:

3. 8 hours of predicted rain

Delete the 1st sentence of section 13-5.04 and replace the 2nd paragraph of section 13-5.04 with:

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

Replace the 4th paragraph of section 13-6.04 with:

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

Replace the 1st paragraph of section 13-7.03D with:

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

Replace “Not Used” in section 13-9.04 with:

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

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

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

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14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

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

Add to section 14-2.01:

If a potentially significant cultural resource is encountered during subsurface earthwork activities for the project, all construction activities within a 100-foot radius of the find will be stopped until a qualified archaeologist determines whether the resource requires further study. Potentially significant cultural resources consist of but are not limited to stone, bone, glass, ceramic, wood, or shell artifacts; fossils; or features including hearths, structural remains, or historic dumpsites.

Any previously undiscovered resources found during construction will be recorded on appropriate Department of Parks and Recreation (DPR) forms and evaluated for significance in terms of CEQA and Section 106 of the NHPA criteria by a qualified archeologist. If the resource is determined significant under CEQA or the NHPA, the archaeologist will prepare and implement a research design and archaeological data recovery plan that captures those categories of data for which the site is significant. The archaeologist will also perform appropriate technical analyses, prepare a comprehensive report and file it with the appropriate Information Center, and provide for the permanent curation of the recovered materials. Construction activities within the 100-foot radius may continue once all appropriate recovery measures have been completed.

In the event a fossil is discovered during any earthwork activities for the proposed project (including those occurring at depths of less than 10 feet), all excavations within 100 feet of the find will be temporarily halted or delayed until the discovery is examined by a qualified paleontologist, in accordance with Society of

Vertebrate Paleontology standards. The paleontologist will determine the procedures to be followed before construction is allowed to resume at the location of the find. If the find is determined to be significant and the Engineer determines that avoidance is not feasible, the paleontologist will design and carry out a data recovery plan consistent with the Society of Vertebrate Paleontology standards. The plan will be incorporated into the project.

If human remains are encountered during earth-disturbing activities for the project, all work in the adjacent area must stop immediately, the Engineer, and the El Dorado County Coroner's office must be notified. If the remains are determined to be Native American in origin, the Native American Heritage Commission must be notified and will identify the Most Likely Descendent, who will be consulted for recommendations for treatment of the discovered remains.

Add to section 14-6.03A:

The County biologist will conduct a CRLF survey of the project site 48 hours before the onset of work activities and 24 hours prior to the onset of vegetation removal. If any life stage of CRLF is found, and these individuals are likely to be killed or injured by work activities, the County biologist will be allowed sufficient time, as determined by the Engineer, to move them from the site before work activities begin. The County biologist will relocate CRLF(s) the shortest distance possible to a location that contains suitable habitat and that will not be affected by activities associated with the proposed project. Payment for accommodating the relocation of CRLF to suitable habitat is included in the payment for the various items of work.

You are not authorized any act which results in the taking of a threatened, endangered or candidate species or any act, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (F&G Code, §§2050-2097) or the Federal Endangered Species Act (16 U.S.C. §§1531-1544). "Take" is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, notify the Engineer and County biologist immediately.

Add to section 14-6.03B:

If vegetation removal and/or ground disturbing activities are scheduled between February 1 and October 1 then a breeding bird survey will be conducted no more than three (3) days prior to the start of construction by the County biologist. This will include surveys of the ground, herbaceous, shrub, and canopy vegetation. Concurrently, the County biologist will also survey for trees capable of supporting a sizeable bat maternity roost. The results of the nest survey will be submitted to CDFW by the County biologist before the start of work. The survey will be conducted within a minimum 1/4-mile radius of project activities.

If active nests or bat maternity roosts are found during the pre-construction survey, the nest will be mapped and photographed. A buffer or installation of appropriate barriers will be established between the project activities and the active nest or roost so that nesting activities are not interrupted. The construction-free buffer zone will be marked with flagging, stakes, or other means to mark the boundary. The buffer will be in effect throughout project activities or until the nest is no longer active. The size of the non-disturbance buffer and any other restrictions will be determined by the County biologist following completion of the survey and prior to the start of project activities. The buffer(s) will be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project. No tree removal will occur within 250 feet of the active nest/roost unless approved by the County biologist. For trees removed that are located more than 250 feet but less than 500 feet from an active nest, the County biologist will need to be present to observe the nest/roost during tree removal.

If a lapse in project-related work of 15 days or longer occurs, another focused survey will need to be conducted before project work can be reinitiated.

If, during the course of carrying out the project, an active nest is identified or becomes established, that was not previously identified, the County biologist will be notified and consulted before construction may

continue. The contractor is not allowed to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time.

Sections 3503, 3503.5, and 3513 of the Fish and Game Code stipulate the following: Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by FGC or any regulation made pursuant thereto; Section 3503.5 states that it is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by FGC or any regulation adopted pursuant thereto; and Section 3513 states that it is unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act (MBTA).

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to October 1.

Replace section 14-8.02 with:

The work is located in a Community Region with Commercial and Industrial land use designation.

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

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

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

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

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

Replace section 14-9.02 with:

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

1. Use low-emission onsite mobile construction equipment.
2. Maintain equipment in tune per manufacturer's specifications.
3. Retard diesel engine injection timing by two to four degrees unless not recommended by manufacturer (due to lower emission output in-place).
4. Use reformulated low-emission diesel fuel.
5. Substitute electric and gasoline-powered equipment for diesel-powered equipment where feasible.
6. Use catalytic converters on gasoline-powered equipment.
7. Do not leave inactive construction equipment idling for prolonged periods (i.e., more than 2 minutes).
8. Support and encourage ridesharing and transit for the construction workers.
9. All construction vehicles and equipment shall be fitted with working mufflers.
10. Shroud or shield impact tools, and muffle or shield intake and exhaust ports on power construction equipment.
11. Obtain permission from the El Dorado County Air Quality Management District and the local fire agency prior to burning of wastes from land clearing. Only vegetative waste materials may be disposed of using an outdoor fire.

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).

Comply with Rules 224 (Cutback and Emulsified Asphalt Paving Materials) of the Rules and Regulations of the El Dorado County Air Quality Management District (AQMD).

Comply with Rules 215 pertaining to architectural coatings of the Rules and Regulations of the El Dorado County Air Quality Management District (AQMD).

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

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

Compliance may include, but is not limited to, implementation of the following measures:

1. Application of water or suitable chemicals or other specified covering on material stockpiles, wrecking activity, excavation, grading, sweeping, clearing of land, solid waste disposal operations, or construction or demolition of buildings or structures (all exposed soil shall be kept visibly moist during grading).
2. Installation and use of hoods, fans and filters to enclose, collect, and clean the emissions of dusty materials.
3. Covering or wetting at all times when in motion of open-bodied trucks, trailers or other vehicles transporting materials, which create a nuisance by generating particulate matter in areas where the general public has access.
4. Application of asphalt, oil, water or suitable chemicals on dirt roads.
5. Paving of public or commercial parking surfaces.

6. Removal from paved streets and parking surfaces of earth or other material which has a tendency to become airborne.
7. Alternate means of control as approved by the AQMD.

14-9.04A(2) Submittals

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

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

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

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

Provide all notices to the AQMD and create and maintain all records as required by Dust Rules. Copies of all related records must be submitted to the Engineer within thirty (30) calendar days of completion of the work.

14-9.04B Materials

Not used.

14-9.04C Construction

Implement the measures contained in the FDP to control dust.

Control dust using measures that include the following:

1. Stabilize unpaved areas subject to vehicular traffic by keeping adequately wetted or covered with material that contains less than 0.25 percent asbestos.
2. The speed of vehicles and equipment traveling across unpaved areas must not be more than 15 mph unless the road surface and surrounding area is sufficiently stabilized to prevent vehicles and equipment going faster from causing dust that is visible from crossing job site limits.
3. Stockpiles and disturbed areas not subject to vehicular traffic must be located in the plan and stabilized by being kept adequately wetted or covered with plastic sheeting, bonded fiber matrix, erosion control blanket or other WPC measures approved by the Engineer.
4. Conduct activities so that no dirt or mud tracking is visible on any paved roadway open to the public.
5. Use rock track out pads and wheel wash stations at all points of egress from unpaved construction areas.
6. Use a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc),
7. Pre-wet excavations to depths of cuts.

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

14-9.04D PAYMENT

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

If naturally occurring asbestos is found within the project limits, prepare an Asbestos Dust Mitigation Plan. Preparing an Asbestos Dust Mitigation Plan and its implementation is change order work.

- 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.

Replace the 4th paragraph of section 19-3.02G with:

Controlled low-strength material must have a 28-day compressive strength of 50 to 100 psi.

Replace the 6th paragraph of section 19-3.02G with:

Aggregate must be a combination of the following:

- 1. Commercial quality concrete sand
- 2. Excavated or imported material in any combination, free of organic material and other deleterious substances and complying with the gradation requirements shown in the following table:

Coarse Aggregate Gradation

Sieve Size	Percentage Passing
1/2 inch	100
3/8 inch	70 – 100
No. 4	0 - 25
No. 8	0 - 6

Replace section 19-4 with:

19-4.01 GENERAL

19-4.01A Summary

Refer to the Geotechnical Reports provided as supplemental information to the Contract Documents. The conclusions and recommendations contained within the reports are based on limited study areas and may

not be representative of the conditions you may encounter outside of the specific area of study. You are advised that in areas throughout the project site, hard, non-rippable rock exists that will require alternative excavation techniques, including the use of hydraulic rock breaking equipment, coring (for drilling operations), and/or chemical splitting agents.

Section 19-4 includes specifications for performing rock excavation and presplitting rock to form rock excavation slopes.

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 19-7.04:

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

The Department does not pay for disposal of surplus imported borrow.

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

Shoulder backing must be clean and consist of virgin AB.

Delete the 3rd paragraph of section 19-9.02.

Replace "Reserved" in section 19-12 with:

19-12 LIME WASTE EXCAVATION

19-12.01 GENERAL

19-12.01A Summary

Section 19-12 includes specifications for excavating, handling, and disposing of residual lime waste material that exists at the site. Residual lime waste excavation areas are shown on Remediation Grading Plan sheets labeled G.

You should expect each excavation location to be a combination of surface soils, soil-residual lime mixtures, and residual lime material. All material within the excavation limits shown must be removed to bedrock.

19-12.02 MATERIALS

Residual lime waste is classified as Mining Waste (Group B) per Title 27 §22480 of the California Code of Regulations.

19-12.03 CONSTRUCTION

Excavated lime waste must either be used onsite as engineered fill or properly removed and disposed of offsite.

For engineered fill, the lime waste must be blended with embankment material at an approximate 1:1 ratio and compacted in accordance with section 19-5. Engineered fill containing lime waste may only be placed at a maximum depth of 5 feet below original ground surface and at locations where finish grade surface will be hot mix asphalt or concrete. Do not use engineered fill containing lime waste on unpaved slopes.

Lime waste material that is removed from the site is subject to CVRWQCB conditions. Submit information for all proposed lime waste disposal site(s) for CVRWQCB review and approval at least 60 days prior to

DIVISION VI STRUCTURES

45 GENERAL

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46 GROUND ANCHORS AND SOIL NAILS

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47 EARTH RETAINING SYSTEMS

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48 TEMPORARY STRUCTURES

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49 PILING

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50 PRESTRESSING CONCRETE

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51 CONCRETE STRUCTURES

Replace "Reserved" in section 51-9 with:

51-9 ARCHITECTURAL TREATMENT

51-9.01 GENERAL

51-9.01A Summary

Section 51-9 includes general specifications for constructing architectural treatment as shown on the plans.

Anti-Graffiti Coating must comply with Section 78-4.06.

Architectural treatments listed below are required at concrete surfaces shown on the plans:

1. Dry stack rock texture

The architectural treatment must be a texture simulating the appearance of a dry stack rock pattern matching the texture and colors of the architecturally finished bridge on U.S. 50 at the Missouri Flat Road interchange. Liners must be full size of the panel as drawn without vertical or horizontal joints. The pattern must follow a horizontal line and not follow the grade of the road. Corners at the intersection of plane surfaces must be sharp and crisp without easing or rounding. A Class 1 surface finish must be applied to the architectural treatment.

51-9.01B Submittals

51-9.01B(1) Test Panel

A test panel at least 4 ft x 4 ft in size must be successfully completed at a location approved by the Engineer before beginning work on architectural texture or painting concrete. The test panel will be constructed, finished, and painted with the materials, tools, equipment, personnel, and methods to be used in constructing, finishing, and painting the concrete surfaces. If ordered by the Engineer, additional test panels will be constructed and finished until the specified finish, texture, and color are obtained, as determined by the Engineer.

The test panel approved by the Engineer will be used as the standard for comparison in determining acceptability of the architectural texture and painting for concrete surfaces.

You must submit to the Engineer, not less than one week prior to initial application of the concrete coating to the test panel, a copy of the manufacturer's recommendations and written application instructions.

51-9.02 MATERIALS

51-9.02A Form Liners

Form liners will be used for textured concrete surfaces and must be installed in conformance with the manufacturer's recommendations, unless other methods of forming textured concrete surfaces are approved by the Engineer. Form liners must be manufactured from an elastomeric material or a semi-elastomeric polyurethane material by a manufacturer of commercially available concrete form liners. No substitution of other types of form liner material will be allowed. Form liners must leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns must be prevented by proper casting of form liner patterns. Textured concrete surfaces with such recurring textural configurations will be reworked to remove such patterns as approved by the Engineer or the concrete will be replaced.

Form liners must have the following properties:

Description	ASTM Designation:	Range
Elastomeric material		
Shore A hardness	D 2240	20 to 65
Tensile strength (MPa)	D 412	0.9 to 6.2
Semi-elastomeric polyurethane		
Shore D hardness	D 2240	55 to 65
Tensile strength (MPa)	D 2370	18 minimum

51-9.02B Prepare and Paint Concrete Surfaces

The paint must be a light-stable, alkali-resistant, acrylic latex or acrylic latex copolymer emulsion, commercially manufactured for use as an exterior concrete coating.

Paint must comply with section 91-4.02B.

The paint must be formulated and applied so that the color of the coated concrete matches the architectural treatment of the bridge on U.S. 50 at the Missouri Flat Road interchange. A minimum of four colors will be used to capture the color variation from the darkest to the lightest shades.

51-9.03 CONSTRUCTION

51-9.03A Form Liners

Cuts and tears in form liners must be sealed and repaired in conformance with the manufacturer's recommendations. Form liners that are delaminated from the form will not be used. Form liners with deformations to the manufactured surface caused by improper storage practices or any other reason will not be used.

Form liners must extend the full length of texturing with transverse joints at 8 foot minimum spacing. Small pieces of form liners will not be used. Grooves must be aligned straight and true. Grooves must match at joints between form liners. Joints in the direction of grooves in grooved patterns must be located only in the depressed portion of the textured concrete. Adjoining liners must be butted together without distortion, open cracks or offsets at the joints. Joints between liners will be cleaned before each use to remove any mortar in the joint.

Adhesives must be compatible with the form liner material and with concrete. Adhesives must be approved by the liner manufacturer. Adhesives must not cause swelling of the liner material.

51-9.03B Releasing Form Liners

Products and application procedures for form release agents will be approved by the form liner manufacturer. Release agents must not cause swelling of the liner material or delamination from the forms. Release agents must not stain the concrete or react with the liner material. For reliefs simulating fractured concrete or wood grain surfaces the application method will include the scrubbing method using a natural bristle scrub brush in the direction of grooves or grain. The release agent must coat the liner with a thin film. Following application of form release agent, the liner surfaces will be cleaned of excess amounts of agent using compressed air. Buildup of form release agent caused by the reuse of a liner will be removed at least every 5 uses.

DIVISION X ELECTRICAL WORK

86 GENERAL

Add to section 86-1.01C(1):

You must order the signal and lighting equipment in sufficient time to allow for the reviews described herein and to receive the equipment before the installation date shown in your baseline schedule.

You must provide to the Engineer a copy of all purchase orders for equipment and material used in reference to traffic signals within five (5) days of when such orders are placed. You must provide copies of all correspondence with equipment and material suppliers concerning availability, delivery dates, anticipated delays, and shipment notices within five days of receipt of each letter. Consideration for recommending time extensions for material and equipment delivery days will not be made unless these provisions are met.

A Certificate of Compliance must be furnished prior the use of any material for which these specifications or the special provisions require that a Certificate of Compliance be furnished.

Material used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance must not relieve your responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.

The Department reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition must be as directed by the Engineer.

Add to the RSS for section 86-1.01C(3):

Provide a 7-year manufacturer's warranty against any defects or failures. The warranty period begins on the date of Contract acceptance. Furnish a replacement luminaire within 10 days after receipt of the failed luminaire. The Department does not pay for the replacement. Deliver replacement luminaires to:

2441 Headington Road
Placerville, CA 95667
(530) 642-4972

Replace the 2nd and 3rd paragraphs of the RSS for section 86-1.02C(1) with:

The cover marking for each new pull box must read "TRAFFIC SIGNAL". Pull boxes are not to include "CALTRANS" in the cover marking.

Add to the RSS for section 86-1.02C(1):

Provide a 2-year manufacturer's replacement warranty for the pull box and cover. The warranty period starts on the date of contract acceptance.

Deliver replacement parts within 5 business days after you receive notification of a failed pull box, cover, or both to the Department's maintenance electrical shop.

Add to the RSS for section 86-1.02J:

Standards for traffic signals and lighting must be supplied only by fabricators who have successfully completed the Caltrans requirements for facilities audits. A current listing of approved fabricators is available at the following website in the latest Internet Audit listing file:

Standard, steel pedestal, and posts for traffic signal and lighting must conform to section 55, "Steel Structure," of the Standard Specifications and these special provisions.

Replace the 1st sentence of the 15th paragraph of section 86-1.02P(2) with:

The interior of the enclosure must accept cable-in/cable-out circuit breakers. The circuit breakers must be vertically mounted on non-energized clips with the up position of the handle being the "ON" position.

Add to the list in the 2nd paragraph of section 86-1.02R(4):

- 4. Be made of metal.

Replace the 1st paragraph of section 86-1.02Q(2) with:

A Department-furnished controller assembly consists of a Siemens M60 Series ATC NEMA controller unit, a wired NEMA TS2-1 P+ controller cabinet, and all auxiliary equipment required to operate the system. The Department does not furnish anchor bolts.

Add after the 2nd paragraph of section 86-1.02R(4)(b):

All LED signal module types must be 12-inch circular.

Add to the RSS for section 86-1.02S(3)(c):

The manufacturer must provide a written warranty against defects in materials and workmanship for LED countdown PSF modules for a minimum period of 48 months after installation of LED countdown PSF modules. Replacement LED countdown PSF modules must be provided within 15 days after receipt of failed LED modules at your expense. The Department pays for shipping the failed modules to you. All warranty documentation must be submitted to the Engineer before installation. LED countdown PSF modules must be delivered to the Department's maintenance electrical shop.

Submit a 5-year manufacturer's warranty against defects in materials and workmanship for LED countdown PSF modules. The 5-year warranty period starts on the date of contract acceptance. Furnish replacement modules within 15 days after receiving the failed modules. The Department does not pay for replacement modules. Deliver replacement modules to the Department's maintenance electrical shop.

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87 ELECTRICAL SYSTEMS

Add to section 87-1.01A:

The traffic signal work is to be performed at the following intersections and is shown on plan sheets labeled E:

- 1. Diamond Springs Parkway & Missouri Flat Road (Intersection 1)
- 2. Diamond Springs Parkway & Throwita Way (Intersection 2)
- 3. Diamond Springs Parkway & State Route 49 (Intersection 3)

Signal timing plan will be provided and programmed to controller by the Department.

Delete the 21st paragraph of section 87-1.03A.

Add to section 87-1.03B(1):

After conductors have been installed, the ends of the conduits terminating must be sealed with an authorized type of sealing compound.

Add to the beginning of section 87-1.03B(3)(a):

Use Type 3 conduit for underground installation.

The steel lid for a traffic rated pull box must be welded to a Z-bar frame.

Conduit installed between PG&E service point and service pedestal must have a minimum of 30 inches of cover.

Add to section 87-1.03B(3)(b):

The conduit in a foundation and between a foundation and the nearest pull box must be Type 3.

Add to section 87-1.03E(3):

Prior to any work being performed on traffic signal foundations and concrete pads, the finished excavation or embankment side slopes must be completed and approved by the Engineer.

Prior to excavating for reinforced cast-in drilled-hole concrete pile foundations for traffic signal and lighting standard, you must review the pole locations in the field with the Engineer prior to excavating for reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards. If a subcontractor performs the excavations, a representative of the subcontractor must participate in the review. The locations of the foundations must be reviewed for conflicts with existing utilities, consistency with other work performed under the contract, and alignment of the standards and attached equipment with traffic lanes, sidewalks, and crosswalks to be construed under the contract. You must not excavate signal pole's foundations without prior written approval of the Engineer.

You must provide reference points to the center of each foundation if stakes for foundations are disturbed during excavation.

Verify no conflicts exist between proposed foundation and existing utility, and that signal head locations will be positioned correctly in relationship to the lanes controlled prior to constructing foundation. If conflicting and questionable conditions are identified, inform the Engineer immediately so that corrections may be made prior to work being done.

Replace the 1st paragraph of section 87-1.03F(2)(c)(ii) with:

Install a Type B loop detector lead-in cable in conduit.

Replace the 1st paragraph of section 87-1.03F(3)(c)(ii) of the RSS with:

Install a Type 2 inductive loop conductor. Use Type 2 for Type E and F loop detectors.

Delete section 87-1.03G.

Replace the 2nd paragraph of section 87-1.03H(2) with:

Use Method B to insulate a splice.

Replace “Not Used” in section 87-1.04 with:

The cost of furnishing and installing signs mounted on signal standards and mast arms is included in the payment for signal and lighting system.

Replace the 2nd paragraph of the RSS for section 87-4.01 with:

Signal and lighting system includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors and cables
5. Standards
6. Signal heads
7. Service equipment enclosure
8. Department-furnished controller assembly
9. Detectors
10. Accessible pedestrian signals
11. Push button assemblies
12. Pedestrian signal heads
13. Luminaires
14. Photoelectric control
15. Fuse splice connectors
16. Department-furnished battery backup system
17. Closed circuit television (CCTV) system
18. Department-furnished video image vehicle detection system
19. Emergency vehicle detector system
20. Wireless serial ethernet modem (WSEM)
21. 8-port ethernet switch
22. Power distribution block

Add to the end of section 87-4:

87-4.05 CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM

87-4.05A General

87-4.05A(1) Summary

Section 87-4.05 includes specifications for installing the closed circuit television system.

87-4.05A(2) Submittals

Submit a cost breakdown to the Engineer before procurement. The breakdown must include the following:

1. Camera
2. Universal Junction Box
3. Universal Pedestal Mount
4. Ethernet Extender Switch Combination Unit
5. 24 V Regulated Power Supply
6. Remote Ethernet Power Controller Switch
7. Multiple AC Outlet
8. Wireless Serial Ethernet Modem (WSEM)
9. Category 6 Data Line Surge Protector
10. Rack Mount Data Surge Suppressor
11. High mast CCTV assembly

Notify the Engineer 3 days before any CCTV is taken down. Once a CCTV is taken down, make sure it is operational again within 5 days. Do not work on more than 10 CCTVs at a time.

87-4.05A(3) Quality Control and Assurance

87-4.05A(3)(a) Warranty

Furnish a 2-year replacement warranty from the manufacturer of the CCTV system against any defects or failures. The effective date of the warranty is the date of installation. Furnish replacement CCTV system parts within 5 days after receipt of the failed parts. The Department does not pay for the replacement parts. Deliver replacement modems and power supplies to the Department's maintenance electrical shop.

87-4.05A(3)(b) Acceptance Test Procedure

Upon completion of work, each CCTV system must be subjected to post-installation tests as outlined herein. All software must be provided and loaded before the start of testing.

Notify the Engineer to arrange a date for testing. Provide a color monitor capable of displaying the color NTSC video and a computer capable of exercising the Camera functions and displaying the H.264 video using a local network connection. Perform and document the following tests in the presence of the Engineer. Place the results from each location into a binder and deliver to the Engineer.

87-4.05A(3)(c)(1) Iris Auto/Manual Operation

With IRIS Auto/Manual switch in Manual:

1. Open Iris and verify that the video image lightens.
2. Close the Iris and verify that the video image darkens.

Open the Iris to lighten the image and then switch IRIS Auto/Manual switch to auto. Verify that the Camera iris closes to produce the original video image.

Close the Iris to darken the image and then switch IRIS Auto/Manual switch to auto. Verify that the Camera iris opens to produce the original video image.

87-4.05A(3)(c)(2) Focus Auto/Manual Operation

With FOCUS Auto/Manual switch in Manual, demonstrate that the Camera can focus on objects both near and far in the field of view.

Focus near, then switch FOCUS Auto/Manual switch to auto and demonstrate that the Camera focus adjusts automatically to bring the image back in focus.

Focus far, then switch FOCUS Auto/Manual switch to auto and demonstrate that the Camera focus adjusts automatically to bring the image back in focus.

87-4.05A(3)(c)(3) Zoom Telephoto/Wide Operation

With the IRIS and FOCUS Auto/Manual switches in Auto, demonstrate the auto IRIS & FOCUS adjustments operate with a focused picture present in the video image as the picture is zoomed near and far.

With IRIS and FOCUS Auto/Manual switch in Manual operate the Zoom from wide angle to Telephoto to demonstrate that all IRIS & FOCUS adjustments do not operate as if in Auto.

Demonstrate that the analog zoom functions through 30 times the focal length.

87-4.05A(3)(c)(4) Tilt Operation

Demonstrate that with Iris and Focus in Auto & Zoom in wide mode that the Camera has a tilt range of 360 degrees.

87-4.05A(3)(c)(5) Pan Right/Left Operation

Demonstrate that with Iris and Focus in Auto, and Zoom in wide mode that the Camera can pan 360 degrees.

87-4.05A(3)(c)(6) Camera Preset Operation

Using Camera control software, demonstrate that the Camera system executes a minimum of 6 unique preset positions employing various degrees of zoom, pan and tilt. The Camera must move freely from one preset position to the next.

The Camera system must move to the next preset position in 4 seconds or less. Once in the preset position, the Camera must not move unless directed by another command.

The Camera control software must automatically and continuously test all 6 preset positions in succession for a minimum of one hour.

87-4.05A(3)(c)(7) ID Generation

Using Camera ID Generator and vendor supplied Camera control software, demonstrate the insertion of 20 text characters into the video image.

Demonstrate that the text can be cleared using the control software.

87-4.05B Materials

87-4.05B(1) General

The CCTV system must comply with all rules and regulations of the Federal Communications Commission, and these special provisions.

All materials installed must be new, corrosion resistant and in strict accordance with the details shown and these specifications.

The CCTV camera must display High Definition (HD) color digital video and be controlled from the RTMC using an Internet Protocol (IP) network connection.

87-4.05B(2) Camera

The CCTV system must deliver both digital video and analog video simultaneously. The Camera must also be controlled using both IP and the asynchronous serial communication standard TIA-422. The Camera must also have a built in web server to allow for administrative, setup, control, and viewing capabilities. The Camera command instruction protocol must be selectable between at least the ONVIF, NTCIP and COHU i-View 3965 series Camera control protocol. The Camera must meet or exceed the following general specifications:

Specifications	Description
Camera	
Image Sensor	1/3in 2 megapixel
Digital Image Resolution	1080p/1080i/720p
Analog Image Resolution	NTSC
Lens	30x optical zoom
Iris	Auto or manual
Focus	Auto or manual
Image Stabilization	On/Off
S/N Ratio	>50dB
IP VIDEO/NETWORK	
IP Video Streams	2 individually configured + Analog
Video Codec	H.264 and MJPEG
Codec Resolution	D1,VGA,HVGA,QVGA,2CIF, NTSC,SDTV
Frame Rates	30, 15, 7, 4, 2, 1
Data Rates	64Kb/sec to 5Mb/sec
Connection Types	Multicast or Unicast
Network Protocols	RTP, RTSP, UDP, TCP, IP, HTTP, ARP
On Screen Display	Logo or OSD overlay video
On Screen Titling	Up to 24 characters
On Screen Azimuth Display	Indicates viewing direction
POSITIONING DRIVE	
Pan Range	continuous 360 degrees
Tilt Range	+90 to -90 degrees or continuous 360 degrees
Compass setting	True North
Preset	64 preset positions
Tours	8 tours of 32 presets with individual dwell times
Protocol	ONVIF, COHU, NTCIP
Control	TIA-422 and IP
Configuration and Setup	Web Server
Firmware	Upgradeable flash memory
CAMERA CABLE (ELECTRICAL/ENVIRONMENTAL)	
Power Input	120 VAC
Cable Length	3ft
Cable Connector	Mil-Spec Circular
Operating Temperature	-29 to +165 degrees F
Heater	Yes
Protection Rating	IP-67

87-4.05B(3) Universal Junction Box (UJB)

The UJB must be a NEMA-3R enclosure mounted to the Universal Pedestal Mount (UPM). The details for the UJB are shown.

The universal junction box will contain the following items: Ethernet extender switch combination unit, Wireless Serial Ethernet Modem (WSEM), data surge suppressor, NEMA-15 duplex outlet, and 15A circuit breaker. All components must be mounted on a DIN rail bracket.

87-4.05B(4) Camera Breakout Cable (CBC)

The CBC is a 2-ft long cable that will connect to the mil-spec connector on the camera cable and terminate in the universal junction box. The CBC will also have the following terminations: mil-spec on one end and RJ-45 and a NEMA-15 plug on the other end.

87-4.05B(5) Camera Interconnect Cable (CIC)

The Camera Interconnect Cable must be either of the following:

1. A multi-conductor cable with an outdoor rated common outer jacket containing: TIA 538B CAT6 cable and three-AWG 12 (white, black, green) wires.
2. Two discrete cables each with an outdoor rated outer jacket: TIA 538B CAT-6 cable, three-AWG 12 (white, black, green) wires.

The Camera must be terminated at the controller cabinet with a NEMA-15 plug and RJ-45 connector. The CIC must be terminated at the pole mounted universal junction box with the three 12 AWG wires (white, black, green) stripped and tinned, and RJ-45 connector. The CIC must have a strain relief located towards the top of the CCTV pole and hung using a cable grip on the CCTV pole's j-hook. Wiring must run continuous from the universal junction box to the controller cabinet. No splices are allowed. Verify CIC cable length before ordering of materials.

87-4.05B(6) Universal Pedestal Mount (UPM)

The UPM must mount to either a 5" or 7" diameter end of the CCTV pole depending on the size of the top of the existing pole being used. The UPM must also allow for mounting of the universal junction box. The details for the UPM are shown.

87-4.05C Construction

Inform the Engineer one week before installation and testing.

The CCTV system must be installed and tested as a complete and operational system. The installation includes any ancillary components not detailed and required to make the CCTV system operate such as power supplies, cables, cable adapters, and mounting brackets.

You will be provided an IP configuration for each camera location. The camera must be configured with the appropriate IP address before the acceptance test procedure (ATP).

The camera compass setting must also be set for true North before the camera ATP.

The Camera must be mounted using a universal pedestal pole top mounted adapter (18" adaptor post) along with a universal junction box as shown and under these special provisions.

The Camera must connect to the Camera Interface Cable using connections provided within the universal junction box.

The cable run between components must be continuous without splices. A minimum of 3 feet of slack must be provided at each pull box, junction box or vault, and a minimum of 9 feet at each cabinet.

The CCTV system must be installed and tested per the CCTV system manufacturer requirements.

87-4.05D Payment

Not used.

87-4.06 8 PORT ETHERNET SWITCH

87-4.06A General

87-4.06A(1) Summary

Section 86-4.06 includes specifications for installing 8 port ethernet switch.

87-4.06A(2) Definitions

HUB: Network focal point

DIN: Top Hat Type 35mm

87-4.06A(3) Submittals

Before installation, submit the following equipment documents:

1. Contract number
2. Manufacturer's name
3. Manufacturer's installation instructions
4. Your contact information
5. Manufacturer specification sheet along with the complete ordering number of the equipment.

87-4.06A(4) Quality Control and Assurance

87-4.06A(4)(i) General

Deliver the equipment to the Engineer for configuration and testing.

After installation, the Department will test the equipment as part of the local area field network system.

87-4.06A(4)(ii) Warranty

Furnish a 3-year replacement warranty from the manufacturer of the Ethernet switch against any defects or failures. The effective date of the warranty is the date of acceptance of the installation. Replacement switch must be provided within 10 days of receipt of a failed unit. The department does not pay for replacement parts. Deliver replacement modems and power supplies to the Department's maintenance electrical shop.

87-4.06B Materials

The Ethernet switch must be a hardened switch used to expand the amount of Ethernet ports available at the network field hub. The Ethernet switch must have a minimum capacity of eight (8) network connections.

The Ethernet switch must meet the following requirements:

1. Ethernet Interface: 10/100Base T, IEEE 802.3, Auto-Negotiate, Auto-MDI-MDIX
2. Ports: (8) RJ-45, STP and UTP
3. LED Indicators: Power, Per Port Link Speed Status
4. Memory: 768 Kbits packet buffer
5. Input Voltage: 12 - 48 V(dc)
6. DIN Mount: Top Hat 35 mm
7. Operating Temperature: -40°F to +167°F

87-4.06C Construction

Install the Ethernet switch on a DIN rail in the cabinet.

87-4.06D Payment

Not Used

87-4.07 POWER DISTRIBUTION BLOCK

87-4.07A General

87-4.07A(1) Summary

Section 87-4.07 includes specifications for installing the Power Distribution Block.

87-4.07A(2) Submittals

Provide cut sheets and documentation showing the manufacturer certified Power Distribution Block.

87-4.07A(3) Quality Control and Assurance

The installation of the Power Distribution Block must be a certified installation.

87-4.07B Materials

The Power Distribution Block must have recessed screw terminals for safe connection. It must have a minimum of 9 pairs of terminal lugs (2 Terminal Lugs/Block). Terminal Block must separate terminals by an insulating block.

The Power Distribution Block must meet the following requirements:

Description	Specification
Wire Range	Supply: 24-10 AWG, Distribution: 24-12 AWG
Voltage	120 VAC
Current	2 AMPERE
Mount	Standard DIN Rail (1.4")
Dimension	3.75" (L) X 1.50" (W) X 2.75" (D)

87-4.07C Construction

Not Used.

87-4.07D Payment

Not Used

87-4.08 WIRELESS SERIAL ETHERNET MODEM (WSEM)

87-4.08A General

87-4.08A(1) Summary

Section 87-4.08 includes specifications for installing the wireless serial ethernet modem.

87-4.08A(2) Submittals

Submit warranty documentation before installation.

87-4.08A(3) Quality Control and Assurance

Furnish a 1-year replacement warranty from the manufacturer of the WSEM and antenna against any defects or failures. The effective date of the warranty is the date of installation. Furnish replacement supplies within 5 days after receipt of the failed parts. The Department does not pay for the replacement parts. Deliver replacement supplies to the Department’s maintenance electrical shop.

87-4.08B Materials

87-4.08B(1) General

Carrier Detect (CD) or Clear to Send (CTS) signal must be asserted 0.1s +/- 0.01s prior to data being transmitted and must be de-asserted 0.1s +/-0.01s after the last byte sequence is transmitted.

The WSEM must have the following features or better:

Description	Specifications
Frequency of Operation	902 – 928 MHz
Spread Spectrum	Frequency Hopping
Hopping Channels	50/Pattern
Link Rate	User Selectable between 345kbps and 1.1Mbps data rates
Error Detection	32bit CRC, ARQ
Data Encryption	128 bit AES
Sensitivity	124dBm at 9600 bps
RF-Power	100mW to 1W (20-30dBm)
System Gain	136dB system gain w/unity gain antenna
(2) Serial Ports	RS232:RxD, TxD, RTS, CTS, DCD, DSR, DTR RS422: Tx+, Tx-, Rx+, Rx- RS485: 4 wire/2wire Baud rate: 300bps to 230.4kbps
Serial Connectors	DB-9F and RJ45
Antenna Connector	Reverse Polarity TNC Male
Ethernet	RJ-45, 10/100 BaseT IEEE 802.3
Network Protocols	TCP, UDP, ARP, ICMP, DHCP, HTTP, SNMP, FTP, Serial over IP
Management	Local Serial Port Console, Telnet, HTTP, SNMP, FTP Upgrade (No-PROM upgrades)
Diagnostics	VSWR, Battery voltage, Temperature, RSSI, Remote diagnostics
Operating Modes	Point-to-Point, Point-to-Multipoint, Store&-Forward Repeater, Peer-to-Peer
Ethernet Interface	RJ-45, 10/100BaseT, IEEE 802.3 Ethernet compliant, auto-sense, auto-negotiate
Operating Temperature	-40°F to +167°F
Warranty	1-Year

87-4.08B(2) Low Profile ANTENNA

The WSEM Low Profile Antenna (LPA) must be compatible with the WSEM. It must have field diversity with vertical polarization components, antenna diversity and frequency agility. A threaded stud mount will provide a vandal resistant mounting on a controller cabinet. It must have a weather sealed case and weather proofing must be included and provided.

The WSEM antenna must have the following features or better:

Description	Specifications
Form Factor (Height x dia.)	Low-profile, 3.3"x1.44"
Beam Width	Omni Directional
Polarization	Vertical
Frequency range	698-960 MHz, 1710-2700 MHz
VSWR (for 698-806, 806-960, 1710-2110, 2110-2170, 2300-2700 MHz frequencies)	<2.5:1, <2:1, <2:1, <2.5:1, <2.5:1, <2:1 respectively
Power	100 Watts max
Gain (698-960, 1710-1990, 2100-2700 MHz)	3.5 dBi, 5.5dBi, 4.6dBi respectively
Impedance	50 ohm
Connector	N-Type Female
Color	Black
Environmental	-40°F to +158°F
Form Factor (Height x dia.)	Low-profile, 3.3"x1.44"
Environmental	-40°F to +158°F

87-4.08C Construction

Not Used

87-4.08D Payment

Not Used

87-4.09 VIDEO IMAGE VEHICLE DETECTION SYSTEM

87-4.09A General

87-4.09A(1) Summary

Section 87-4.09 includes installing video image vehicle detection system (VIVDS) for traffic signals.

87-4.09A(2) Definitions

Video Detection Unit (VDU): Processor unit that converts the video image from the camera and provides vehicle detection in defined zones. Unit includes an image processor, extension module, and communication card.

Video Image Sensor Assembly (VIS): An enclosed and environmentally-protected camera assembly used to collect the video image.

Video Image Vehicle Detection System (VIVDS): A system that detects video images of vehicles in defined zones and provides video output.

Video Over Ethernet Adaptor (VOEA): A system that provides an IP connection to the VIVDS and is accessible via a web browser. This includes the capability to make configuration changes remotely.

87-4.09A(3) Submittals

Submit documentation within 30 days after Contract approval but before installing VIVDS equipment.

The documentation submittal must include:

1. Certificate of Compliance: As specified in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications.

2. Site Analysis Report: Written analysis for each detection site, recommending the optimum video image sensor assembly placement approved by the manufacturer.
3. Lane Configuration: Shop drawing showing:
 - 3.1. Detection zone setback
 - 3.2. Detection zone size
 - 3.3. Camera elevation
 - 3.4. Selected lens viewing angle
 - 3.5. Illustration of detection zone mapping to reporting contact output
 - 3.6. Illustration of output connector pin or wire terminal for lane assignment.
4. Configuration Record: Windows 7 PC compatible STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER containing:
 - 4.1. Proposed zone designs
 - 4.2. Calibration settings
5. Mounting and Wiring Information: Manufacturer approved wiring, video cable and service connection diagrams.
6. Communication Protocol: Industry standard available in public domain. Document defining:
 - 6.1. Message structure organization
 - 6.2. Data packet length
 - 6.3. Message usability
 - 6.4. Necessary information to operate a system from a remote windows based personal computer.
7. Programming Software: STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER containing set up and calibration software that observes and detects the vehicular traffic, including bicycles, motorcycles, and sub-compact cars, with overlay of detection zones and allows adjustment of the detection sensitivity for a traffic signal application.
8. Detector Performance STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER. Recordings and Analysis: Performance analysis based on 24-hour STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER recording of contiguous activity for each approach. Include:
 - 8.1. Two contiguous hours of sunny condition, with visible shadows projected a minimum of 6 feet into the adjacent lanes
 - 8.2. Two 1-hour night periods with vehicle headlights present.
9. Preventative Maintenance Parts Documentation: List of equipment replacement parts for preventative maintenance, including:
 - 9.1. Electrical parts, wiring and video cable
 - 9.2. Mechanical parts
 - 9.3. Assemblies.

Allow 7 days for the Engineer to review the documentation submittal.

If the Engineer requires revisions, submit a revised submittal within 5 days of receipt of the Engineer's comments and allow 5 days for the Engineer to review. If agreed to by the Engineer, revisions may be included as attachments in the resubmittal. The Engineer may conditionally approve, in writing, resubmittals that include revisions submitted as attachments, in order to allow construction activities to proceed.

Upon the Engineer's approval of the resubmittal, submit copies of the final documents (with approved revisions incorporated) to the Engineer.

Submit an acceptance testing schedule for approval 15 days before starting acceptance testing.

When beginning acceptance testing of VIVDS and detector performance and analysis, submit approved copies of the following:

1. Configuration Record: Windows 7 PC compatible STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER containing:
 - 1.1. Final zone designs
 - 1.2. Calibration settings to allow reinstallation.
2. Mounting and Wiring Information: Final wiring and service connection diagrams.

- 2.1. One copy for the Engineer
- 2.2. A second copy wrapped in clear self-adhesive plastic, be placed in a heavy duty plastic envelope, and secured to the inside of the cabinet door.

87-4.09A(4) Quality Control and Assurance

87-4.09A(4)(a) General

VIVDS and support equipment required for acceptance testing must be new and as specified in the manufacturer's recommendations. Date of manufacture, as shown by date codes or serial numbers of electronic circuit assemblies, must not be older than 12 months from the scheduled installation start date. Material substitutions must not deviate from the material list approved by the Engineer.

87-4.09A(4)(a)(1) Training

Not Used

87-4.09A(4)(a)(2) Warranty

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

Replacement VIS and VDU must be furnished within 10 days of receipt of a failed unit. The Department does not pay for replacement.

Deliver replacement VIS and VDU to the Department's maintenance electrical shop.

87-4.09B Materials

87-4.09B(1) General

VIVDS must include necessary firmware, hardware, and software for designing the detection patterns or zones at the intersection or approach. Detection zones must be created with a graphic user interface designed to allow to anyone trained in VIVDS system setup to configure and calibrate a lane in less than 15 minutes.

System elements must comply with the manufacturer's recommendations and be designed to operate continuously in an outdoor environment.

All equipment, cables, and hardware must be part of an engineered system that is designed by the manufacturer to fully interoperate with all other system components. Mounting assemblies must be corrosion resistant. Connectors installed outside the cabinets and enclosures must be corrosion resistant, weather proof, and watertight. Enclosed cables must be sunlight and weather resistant.

87-4.09B(1)(a) Physical and Mechanical Requirements

VIVDS must include:

1. VIS and mounting hardware. Use a clamping device as mounting hardware on a pole or mast-arm.
2. VDU
3. VOA
4. Power supply
5. Surge suppression
6. Cables
7. Connectors
8. Wiring for connecting to the Department-furnished controller cabinet.
9. Communication card

87-4.09B(1)(b) Electrical

VIVDS must operate between 90 to 135 V(ac) service as specified in NEMA TS-1. VIS, excluding the heater circuit, must draw less than 10 W of power. Power supply or transformer for the VIVDS must meet the following minimum requirements:

Minimum Requirements for Power Supply and Transformers

Item	Power Supply	Transformer
Power Cord	Standard 120 V(ac), 3 prong cord, 3 feet minimum length (may be added by Contractor)	Standard 120 V(ac), 3 prong cord, 3 feet minimum length (may be added by Contractor)
Type	Switching mode type	Class 2
Rated Power	Two times (2x) full system load	Two times (2x) full system load
Operating Temperature	From -37 to 74 °C	From -37 to 74 °C
Operating Humidity Range	From 5 to 95 percent	From 5 to 95 percent
Input Voltage	From 90 to 135 V(ac)	From 90 to 135 V(ac)
Input Frequency	60 ± 3 Hz	60 ± 3 Hz
Inrush Current	Cold start, 25 A Max. at 115 V(ac)	N/A
Output Voltage	As required by VIVDS	As required by VIVDS
Overload Protection	From 105 to 150 percent in output pulsing mode	Power limited at >150 percent
Over Voltage Protection	From 115 to 135 percent of rated output voltage	N/A
Setup, Rise, Hold Up	800ms, 50ms, 15ms at 115 V(ac)	N/A
Withstand Voltage	I/P-0/P:3kV, I/P-FG:1.5kV, for 60 s.	I/P-0/P:3kV, I/P-FG:1.5kV, for 60 s
Working Temperature	Not to exceed 70°C at 30 percent load	Not to exceed 70 °C at 30 percent load
Safety Standards	UL 1012, UL 60950	UL 1585

Field terminated circuits must include transient protection as specified in IEEE Standard 587-1980, Category C. Video connections must be isolated from ground.

87-4.09B(1)(c) Technical Requirements

Camera and zoom lens assembly must be housed in an environmentally sealed enclosure that complies with NEMA 4 standards. Enclosure must be watertight and protected from dust. Enclosure must include a thermostat controlled heater to prevent condensation and to ensure proper lens operation at low temperatures. Adjustable sun shield that diverts water from the camera's field of view must be included. Connectors, cables and wiring must be enclosed and protected from weather. An environmentally sealed (protected from dust and moisture ingress) connector must be used at the rear plate of the housing. Wiring to the connector must be sealed with silicone or putty compound.

Each camera and its mounting hardware must be less than 10 pounds and less than 1 square foot equivalent pressure area. Only one camera must be mounted on a traffic signal or luminaire arm. Top of camera must not be more than 12 inches above top of luminaire arm or 30 inches above top of traffic signal arm.

VIS must use a charge-coupled device (CCD) element or Complementary Metal–Oxide–Semiconductor (CMOS), support National Television Standards Committee (NTSC) and RS170 video output formats, and have a horizontal resolution of at least 360 lines. VIS must include an auto gain control (AGC) circuit, have a minimum sensitivity to scene luminance from 0.01 to 930 foot-candle, and produce a usable video image of vehicular traffic under all roadway lighting conditions regardless of the time of day. VIS must have a motorized lens with variable focus and zoom control with an aperture of f/1.4 or better. Focal length must allow ± 50 percent adjustment of the viewed detection scene.

A flat panel video display with a minimum 8-inch screen and that supports NTSC video output must be enclosed in the controller cabinet for viewing video detector images and for performing diagnostic testing. Display must be viewable in direct sunlight. Each VIVDS must have video system connections that support the NTSC video output format, can be seen in each camera's field of view, and has a program to allow the user to switch to any video signal at an intersection. A metal shelf or pull-out document tray with metal top capable of supporting the VDU and monitor must be furnished and placed on an EIA 19 inch rack with 10-32 "Universal Spacing" threaded holes in the controller cabinet. System must allow independent viewing of a scene while video recording other scenes without interfering with the operation of the system's output.

Mounting hardware must be powder-coated aluminum, stainless steel, or treated to withstand 250 hours of salt fog enclosure as specified in ASTM B 117 without any visible corrosion damage.

VDU must operate between -37 to +74 °C and from 0 to 95 percent relative humidity.

VDU front panel must have indicators for power, communication, presence of video input for each VIS, and a real time detector output operation. Hardware or software test switch must be included to allow the user to place either a constant or momentary call for each approach. Indicators must be visible in daylight from 5 feet away.

VDU must have a serial communication port, EIA 232/USB 2.0 that supports sensor unit setup, diagnostics, and operation from a local PC compatible laptop with Windows 7 or later version operating system. VIVDS must have an Ethernet communication environment, including Ethernet communication card. VIVDS must include central and field software to support remote real-time viewing and diagnostics for operational capabilities through wide area network (WAN).

VDU, image processors, extension modules, and video output assemblies must be inserted into the controller input file slots using the edge connector to obtain limited 24 V(dc) power and to provide contact closure outputs. Cabling the output file to a "D" connector or RJ-45 on the front of the VDU is acceptable. If the VDU is capable of simultaneously processing information from two video image sensor assemblies, the VDU will only process one through lane phase. No rewiring to the standard controller cabinet is allowed. Wiring to the backplane of the input files is not allowed. Controller cabinet resident modules must comply with the requirements in Chapter 1 and Sections 5.2.8, 5.2.8.1, 5.2.8.2, 5.4.1, 5.4.5, 5.5.1, 5.5.5, and 5.5.6 of TEES.

87-4.09B(1)(d) Functional Requirements

VIVDS must support normal operation of existing detection zones while a zone is being added or modified. Zone must flash or change color on a viewing monitor when vehicular traffic is detected. Length and width of each detection zone for each lane must be approved by the Engineer.

Software and firmware must detect vehicular traffic presence, provide vehicle counts, set up detection zones, test VIVDS performance, and allow video scene and system operation viewing from the local traffic management center/office. VIVDS must support a minimum of 2 separate detection patterns or zones that can be enacted by a remote operator at the signal controller cabinet.

VIVDS detection zone must detect vehicles by providing an output for presence and pulse. At least one detection output must be provided for each detection zone. One spare detection output must be provided for each approach. Detection performance must be achieved for each detection zone with a maximum of 8 user-defined zones for every camera's field of view.

VIVDS must detect the presence of vehicles under all types of adverse weather and environmental conditions, including snow, hail, fog, dirt, dust or contaminant buildup on the lens or faceplate, minor camera motion due to winds, and vibration. Under low visibility conditions, the VIVDS must respond by selecting a fail-safe default pattern, placing a constant call mode for all approaches. VIVDS outputs must assume a fail-safe "on" or "call" pattern for presence detection if video signal or power is not available and must recover from a power failure by restoring normal operations within 3 minutes without manual intervention. If powered off for up to 90 days, system must maintain the configuration and calibration information in memory.

Detection algorithm must be designed to accommodate naturally occurring lighting and environment changes, specifically the slow moving shadows cast by buildings, trees, and other objects. These changes must not result in a false detection or mask a true detection. VIVDS must not require manual interventions for day-night transition or for reflections from poles, vehicles or pavement during rain and weather changes. VIVDS must suppress blooming effects from vehicle headlights and bright objects at night.

Vehicle detection must call service to a phase only if a demand exists and extend green service to the phase until the demand is taken care of or until the flow rates have reduced to levels for phase termination. VIVDS must detect the presence of vehicular traffic at the detection zone positions and provide the call contact outputs to the Model 170E or Model 2070E controller assembly with the following performance:

Detector Performance

Requirements	Performance during AMBER and RED interval	Performance during GREEN interval
Average response time after vehicle enters 3 feet into detection zone or after exiting 3 feet past detection zone	≤ 1 s	≤ 100 ms
Maximum number of MISSED CALLS in 24-hour duration, where MISSED CALLS are greater than 5 s during AMBER and RED intervals and greater than 1 s during GREEN intervals (upon entering 3 feet of detection zone or after exiting 3 feet past detection zone).	0	10
Maximum number of FALSE CALLS in 24-hour duration (calls greater than 500ms without a vehicle present)	20	20

VIVDS must be able to locally store, for each lane, vehicle count data in 5, 15, 30, and 60 minute intervals for a minimum period of 7 days and be remotely retrievable. VIVDS must count vehicular traffic in detection zone with a 95 percent accuracy or better for every hour counted over a morning or an evening peak hour. VIVDS detection zone tested must have a minimum range of 50 feet behind the limit line for each approach. Testing period will be pre-approved by the Engineer 48 hours in advance.

87-4.09C Construction

Install VDU in a Department-furnished Model 170E or Model 2070E controller assembly. Install VIS power supply or transformer on a standard DIN rail using standard mounting hardware and power conductors wired to DIN rail mounted terminal blocks in the controller cabinet.

Wiring must be routed through end caps or existing holes and sealed. New holes for mounting or wiring must be shop-drilled.

Wire each VIS to the controller cabinet with a wiring harness that includes all power, control wiring, and coaxial video cable. Attach harness with standard MIL type and rated plugs. Cable type and wire characteristics must comply with manufacturer's recommendations for the VIS to cabinet distance. Wiring and cables must be continuous, without splices, between the VIS and controller cabinet. Coil a minimum of 7 feet of slack in the bottom of the controller cabinet. For setup and diagnostic access, terminate serial data communication output conductors at TB-0 and continue for a minimum of 10 feet to a DB9F connector. Tape ends of unused and spare conductors to prevent accidental contact to other circuits.

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Replace section 99 with:

99-1 GENERAL

99-1.01 GENERAL

99-1.01A Summary

Section 99-1 includes general specifications for demolition of building structures.

Building removal work shown on the plans includes the following:

1. Remove and properly dispose of all structures, trash, rubbish, walls, floors, foundations, steps, sidewalks, flatwork, framing, and pavement associated with the structures shown.
2. Remove any fuel tanks, septic tanks, cisterns, meter pits, and plug or abandon wells.
3. Remove the materials from the demolition site in accordance with federal, state, and local regulations.
4. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers, and portable or central air conditioners.
5. Remove and legally dispose of mercury-containing materials including florescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.
6. Disconnect all utility services before demolition.
7. Perform site clearance, grading, and restoration.
8. Complete the demolition work in accordance with the plans and these special provisions.

The structures identified for building removal in the plans have been vacated. It is your responsibility to inspect the condition of, and contents of the buildings. Photographs depicting the general nature of the buildings and their contents are provided as supplemental information. No additional compensation will be made concerning the contents of the buildings and their associated disposal.

All buildings, building materials, equipment, and materials contained within the buildings will become your property and must be removed from the property at once. Salvaged material must be removed immediately from the property. You may recycle demolition debris at a licensed or permitted recycling center, however all other debris not salvaged or recycled must be disposed of at a licensed or permitted disposal facility.

The Department has inspected and tested the buildings for asbestos-containing materials. Copies of the reports are included as supplemental information.

99-1.02 MATERIALS

Not Used

99-1.03 CONSTRUCTION

Before demolition of any part of any building, remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.

No fires of any kind are permitted in the work area.

Debris must not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and material must be removed from the site as work progresses.

Protect adjacent structures, buildings, and property during demolition work. Care must be taken to prevent the spread of dust and flying particles.

During demolition work, no wall or part thereof is permitted to fall outwardly from any building except through chutes or by other controlled means or methods in order to ensure safety and minimize dust, noise, and other nuisance. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, must be removed as soon as practicable, and no such unstable part may be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any working day.

All basement floors, footings, and foundations must be completely removed from the site. All piping, posts, reinforcing bars, anchor bolts, railings, and all other partly buried objects protruding from the ground must be removed. The remaining voids must be filled with soil and compacted in accordance with the standard specifications.

Fuel tanks, above or below ground, must be carefully removed and disposed of in a safe manner in accordance with local fire regulations.

Outdoor toilets and septic tanks must be pumped out by a licensed company. The toilet building or septic tank must be demolished and removed from the site. The excavation or pit must be backfilled and compacted in accordance with the standard specifications.

All wells must be plugged and abandoned in accordance with County Environmental Management procedures. An abandoned water well plugging record must be filed upon completion of the well abandonment.

All excavations associated with the demolition work must be backfilled and compacted in accordance with the standard specifications.

The building removal site must be graded to conform to surrounding grades and be finished to have a uniform surface that will not permit ponding of water.

All sanitary sewer services must be disconnected and plugged in accordance with EID requirements.

All water services must be disconnected and removed in accordance with EID requirements.

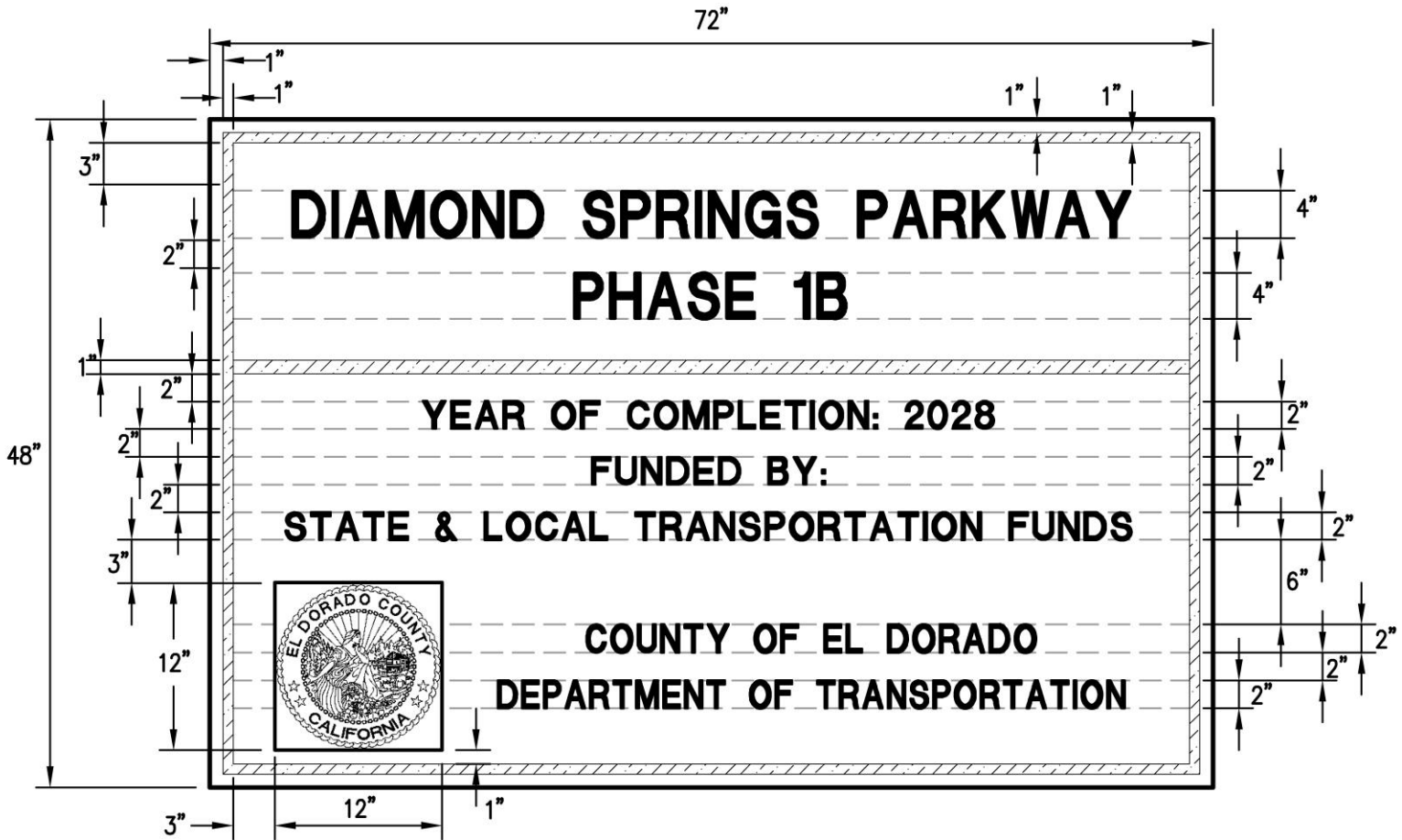
99-1.04 PAYMENT

Not Used

APPENDIX A

**to the contract documents for the
Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 72334**

FUNDING SIGN DETAIL



NOTES

1. THE ENGINEER SHALL SUPPLY THE CONTRACTOR WITH THE EL DORADO COUNTY LOGO IN DIGITAL FORMAT. THE IMAGE SHALL BE PRINTED TO THE DIMENSIONS INDICATED, AND PLACED ON THE SIGN IN THE GENERAL LOCATION SHOWN.
2. THE IMAGE OF THE EL DORADO COUNTY LOGO SHALL BE COLOR (NON-REFLECTIVE) ON WHITE BACKGROUND.
3. THE BORDER AND LETTERING OF THE SIGNS SHALL BE BLUE (NON-REFLECTIVE) ON WHITE BACKGROUND.
4. ALL DIMENSIONS SHOWN ARE IN INCHES, UNLESS OTHERWISE INDICATED.

FUNDING SIGN EXHIBIT

APPENDIX B

**to the contract documents for the
Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 6105011**

ENVIRONMENTAL PERMITS

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

CONTRACT No. 6558 / CIP No. 6105011

DIAMOND SPRINGS PARKWAY PHASE 1B

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this ____st day of _____, in the year of 20__, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the, Department of Transportation thereof, the party of the first part hereinafter called "County," and [CONTRACTOR], party of the second part hereinafter called "Contractor."

RECITALS:

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

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

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

Article 1. THE WORK

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

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

DIAMOND SPRINGS PARKWAY PHASE 1B

The Project is located along Missouri Flat Road, in Diamond Springs in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

Roadway construction between Missouri Flat Road and State Route 49 including roadway excavation, HMA paving and dike, concrete curb, gutter, and sidewalk, signing and striping, permanent and temporary fence removal and construction, drainage improvements, signal and lighting, retaining wall, and underground utility construction. 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.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, Drug Free Workplace Certification, Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, the Contract which includes this Agreement with all Exhibits thereto, including the, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2023, and Standard Specifications 2023, and standard drawings from the Design and Improvement

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

Article 3. COVENANTS AND CONTRACT PRICE

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

Article 4. COMMENCEMENT AND COMPLETION

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

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **Thirteen Thousand Two Hundred Dollars (\$13,200.00)**, 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 any property owners from whom the County obtained easements, 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, any property owners from whom the County obtained easements, 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, any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County and any property owners from whom the County obtained easements, 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.

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 with road legal vehicles over 14,000 pound gross vehicle weight.

Signed: _____ Date _____

Article 16. WORKERS’ COMPENSATION CERTIFICATION

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

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed: _____ Date _____

Article 17. WARRANTY

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

Article 18. RETAINAGE

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

Article 19. RESERVED

Article 20. PREVAILING WAGE REQUIREMENTS

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

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

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

Article 21. NONDISCRIMINATION

A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and

Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Sub Chapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, section 11102 incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. RESERVED
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Article 22. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches Contract terms and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- d. 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.
- e. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

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

Article 23. FORCE MAJEURE

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

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

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of

properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

Article 24. INDEPENDENT CONTRACTOR

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

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

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

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

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

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

Article 25. CONFLICT OF INTEREST

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

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

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

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

Article 26. BUSINESS LICENSE

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

Article 27. TAXES

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

Article 28. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director Engineering, Department of Transportation, 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.

Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 36105011
January 28, 2025

County of El Dorado
Agreement

25-0053 C 111 of 148^{C-9}

Draft

IN WITNESS WHEREOF, the said Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

COUNTY OF EL DORADO

Dated: _____

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
DIAMOND SPRINGS PARKWAY PHASE 1B
CONTRACT No. 6558 / CIP No. 72334

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	070030	Lead Compliance Plan	LS	1		
2	072007	Excavation Safety	LS	1		
3	080050	Progress Schedule (Critical Path Method)	LS	1		
4	100100	Develop Water Supply	LS	1		
5	120090	Construction Area Signs	LS	1		
6	120100	Traffic Control System	LS	1		
7	120149	Temporary Pavement Marking (Paint)	SQFT	4,000		
8	120159	Temporary Traffic Stripe (Paint)	LF	10,000		
9	128652	Portable Changeable Message Sign	LS	1		
10	129000	Temporary Railing (Type K)	LF	1,230		
11	129110	Temporary Crash Cushion	EA	4		
12	130100	Job Site Management	LS	1		
13	130300	Prepare Storm Water Pollution Prevention Plan	LS	1		
14	130310	Rain Event Action Plan	EA	40		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15	130320	Storm Water Sampling and Analysis Day	EA	40		
16	130330	Storm Water Annual Report	EA	2		
17	141000	Temporary Fence (Type ESA)	LF	5,500		
18	14900X	Prepare Fugitive Dust Control Plan	LS	1		
19	153121	Remove Concrete	CY	30		
20	170103	Clearing and Grubbing	LS	1		
21	190101	Roadway Excavation	CY	50,000		
22	190139	Roadway Excavation (Unsuitable Material)	CY	21,000		
23	192037	Structure Excavation (Retaining Wall)	CY	400		
24	193013	Structure Backfill (Retaining Wall)	CY	315		
25	194001	Ditch Excavation	CY	249		
26	198010	Imported Borrow	CY	21,000		
27	208590	6" Gate Valve	EA	4		
28	210430	Hydroseed	SQFT	243,000		
29	260203	Class 2 Aggregate Base	CY	18,191		
30	390132	Hot Mix Asphalt (Type A)	TON	19,388		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
31	394073	Place Hot Mix Asphalt Dike (Type A)	LF	946		
32	398200	Cold Plane Asphalt Concrete Pavement	SQYD	685		
33	510060	Structural Concrete, Retaining Wall	CY	400		
34	510092	Structural Concrete, Headwall	CY	60		
35	520101	Bar Reinforcing Steel	LB	26,000		
36	641107	18" Plastic Pipe	LF	2,662		
37	641113	24" Plastic Pipe	LF	1,200		
38	641125	36" Plastic Pipe	LF	188		
39	650042	60" Reinforced Concrete Pipe	LF	263		
40	705011	18" Steel Flared End Section	EA	5		
41	705023	36" Steel Flared End Section	EA	2		
42	70711X	Drainage Inlet (Type GO)	EA	41		
43	707225	48" Precast Concrete Pipe Manhole	EA	12		
44	7072XX	96" Precast Concrete Pipe Manhole	EA	1		
45	710114	Abandon Pipeline	LF	700		
46	710150	Remove Inlet	EA	2		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
47	710212	Adjust Manhole to Grade	EA	10		
48	710368	Culvert Slurry-Cement Backfill	CY	325		
49	723080	Rock Slope Protection (60 lb, Class II, Method B)	CY	80		
50	723095	Rock Slope Protection (20 lb, Class I, Method B)	CY	95		
51	729011	Rock Slope Protection Fabric (Class 8)	SQYD	100		
52	730010	Minor Concrete (Curb)	LF	200		
53	730040	Minor Concrete (Gutter)	LF	200		
54	731504	Minor Concrete (Curb and Gutter)	LF	10,000		
55	731511	Minor Concrete (Island Paving)	CY	60		
56	731521	Minor Concrete (Sidewalk)	CY	700		
57	731623	Minor Concrete (Curb Ramp)	EA	20		
58	731710	Remove Concrete Curb	LF	150		
59	77009X	Lighting (Parking Area)	LS	1		
60	782200	Obliterate Surfacing	SQYD	2,540		
61	800001	Fence (Type BW, Metal Post)	LF	700		
62	800052	Fence (Type WM, Wood Post)	LF	1,000		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
63	800360	Chain Link Fence (Type CL-6)	LF	950		
64	803020	Remove Fence	LF	300		
65	810180	Delineator (Class 2)	EA	20		
66	820112	Marker (Culvert)	EA	7		
67	820250	Remove Roadside Sign	EA	10		
68	820610	Relocate Roadside Sign	EA	8		
69	820840	Roadside Sign - One Post	EA	20		
70	839521	Cable Railing	LF	150		
71	840502	Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	35,465		
72	840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	5,800		
73	846030	Remove Thermoplastic Traffic Stripe	LF	4,700		
74	846035	Remove Thermoplastic Pavement Marking	SQFT	2,500		
75	870400	Signal and Lighting System (3 Locations)	LS	1		
76	99465X	Building Removal	LS	1		
77	999990	Mobilization	LS	1		
Total Bid:						

(F) Final Pay Quantity
(LS) Lump Sum

Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 36105011
 January 28, 2025

County of El Dorado
Agreement
 25-0053 C 118 of 148

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:

DIAMOND SPRINGS PARKWAY PHASE 1B

CONTRACT No. 6558 / CIP No. 72334

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 Obligee, in the sum of

_____ Dollars,

(\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its Subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

_____ PRINCIPAL

_____ SURETY

_____ ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**COUNTY OF EL DORADO
PERFORMANCE BOND**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

the Contractor in the Contract hereto annexed, as Principal, and _____

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee"

in the sum of _____ DOLLARS,

(\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract No. 6558 / CIP No. 72334 for the Diamond Springs Parkway Phase 1B** 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 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.

This guarantee shall insure the Obligee 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 Obligee 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

**DIAMOND SPRINGS PARKWAY PHASE 1B
CONTRACT No. 6558 / CIP No. 36105011**

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 #8397741. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE RECEIVED BY COUNTY BY END OF BUSINESS DAY ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.

COMPLETING DOWNLOADED BID FORMS IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE (WHITE OUT) ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE (WHITE OUT) MAY BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

NAME OF BIDDER _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PHYSICAL ADDRESS _____

(Please include even if Mailing Address used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

EMAIL ADDRESS _____

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans 2018, the Standard Specifications 2018, 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:

**DIAMOND SPRINGS PARKWAY PHASE 1B
CONTRACT No. PW 6558 / CIP No. 36105011**

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work, a unit price in the respective spaces in Quest provided for this purpose. In the case of unit basis items, the amount set forth under the "Unit Price" column shall be the product of the unit price bid and the estimated quantity for the item.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by Civil Code Section 9550 and Public Contract Code Section 20129(b), with surety satisfaction to the County of El Dorado 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
DIAMOND SPRINGS PARKWAY PHASE 1B
CONTRACT No. 6558 / CIP No. 36105011**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	070030	Lead Compliance Plan	LS	1		
2	072007	Excavation Safety	LS	1		
3	080050	Progress Schedule (Critical Path Method)	LS	1		
4	100100	Develop Water Supply	LS	1		
5	120090	Construction Area Signs	LS	1		
6	120100	Traffic Control System	LS	1		
7	120149	Temporary Pavement Marking (Paint)	SQFT	4,000		
8	120159	Temporary Traffic Stripe (Paint)	LF	10,000		
9	128652	Portable Changeable Message Sign	LS	1		
10	129000	Temporary Railing (Type K)	LF	1,230		
11	129110	Temporary Crash Cushion	EA	4		
12	130100	Job Site Management	LS	1		
13	130300	Prepare Storm Water Pollution Prevention Plan	LS	1		
14	130310	Rain Event Action Plan	EA	40		
15	130320	Storm Water Sampling and Analysis Day	EA	40		
16	130330	Storm Water Annual Report	EA	2		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
17	141000	Temporary Fence (Type ESA)	LF	5,500		
18	14900X	Prepare Fugitive Dust Control Plan	LS	1		
19	153121	Remove Concrete	CY	30		
20	170103	Clearing and Grubbing	LS	1		
21	190101	Roadway Excavation	CY	50,000		
22	190139	Roadway Excavation (Unsuitable Material)	CY	21,000		
23	192037	Structure Excavation (Retaining Wall)	CY	400		
24	193013	Structure Backfill (Retaining Wall)	CY	315		
25	194001	Ditch Excavation	CY	249		
26	198010	Imported Borrow	CY	21,000		
27	208590	6" Gate Valve	EA	4		
28	210430	Hydroseed	SQFT	243,000		
29	260203	Class 2 Aggregate Base	CY	18,191		
30	390132	Hot Mix Asphalt (Type A)	TON	19,388		
31	394073	Place Hot Mix Asphalt Dike (Type A)	LF	946		
32	398200	Cold Plane Asphalt Concrete Pavement	SQYD	685		
33	510060	Structural Concrete, Retaining Wall	CY	400		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
34	510092	Structural Concrete, Headwall	CY	60		
35	520101	Bar Reinforcing Steel	LB	26,000		
36	641107	18" Plastic Pipe	LF	2,662		
37	641113	24" Plastic Pipe	LF	1,200		
38	641125	36" Plastic Pipe	LF	188		
39	650042	60" Reinforced Concrete Pipe	LF	263		
40	705011	18" Steel Flared End Section	EA	5		
41	705023	36" Steel Flared End Section	EA	2		
42	70711X	Drainage Inlet (Type GO)	EA	41		
43	707225	48" Precast Concrete Pipe Manhole	EA	12		
44	7072XX	96" Precast Concrete Pipe Manhole	EA	1		
45	710114	Abandon Pipeline	LF	700		
46	710150	Remove Inlet	EA	2		
47	710212	Adjust Manhole to Grade	EA	10		
48	710368	Culvert Slurry-Cement Backfill	CY	325		
49	723080	Rock Slope Protection (60 lb, Class II, Method B)	CY	80		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
50	723095	Rock Slope Protection (20 lb, Class I, Method B)	CY	95		
51	729011	Rock Slope Protection Fabric (Class 8)	SQYD	100		
52	730010	Minor Concrete (Curb)	LF	200		
53	730040	Minor Concrete (Gutter)	LF	200		
54	731504	Minor Concrete (Curb and Gutter)	LF	10,000		
55	731511	Minor Concrete (Island Paving)	CY	60		
56	731521	Minor Concrete (Sidewalk)	CY	700		
57	731623	Minor Concrete (Curb Ramp)	EA	20		
58	731710	Remove Concrete Curb	LF	150		
59	77009X	Lighting (Parking Area)	LS	1		
60	782200	Obliterate Surfacing	SQYD	2,540		
61	800001	Fence (Type BW, Metal Post)	LF	700		
62	800052	Fence (Type WM, Wood Post)	LF	1,000		
63	800360	Chain Link Fence (Type CL-6)	LF	950		
64	803020	Remove Fence	LF	300		
65	810180	Delineator (Class 2)	EA	20		
66	820112	Marker (Culvert)	EA	7		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
67	820250	Remove Roadside Sign	EA	10		
68	820610	Relocate Roadside Sign	EA	8		
69	820840	Roadside Sign - One Post	EA	20		
70	839521	Cable Railing	LF	150		
71	840502	Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	35,465		
72	840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	5,800		
73	846030	Remove Thermoplastic Traffic Stripe	LF	4,700		
74	846035	Remove Thermoplastic Pavement Marking	SQFT	2,500		
75	870400	Signal and Lighting System (3 Locations)	LS	1		
76	99465X	Building Removal	LS	1		
77	999990	Mobilization	LS	1		
Total Bid:						

(F) Final Pay Quantity
(LS) Lump Sum

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work as required by the Contract Documents and the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

Firm Name Address City, State, Zip Code	Phone Fax	License No. DIR No.	Bid Item Number Bid Item Description		Percentage of Each Bid Item Subcontracted
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>					
<i>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>	

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.

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 _____
(^(DATE) NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and El Dorado County DOT without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and El Dorado County DOT.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder _____ Federal ID Number (or n/a) _____

By (Authorized Signature) _____ Date _____

Print Name & Title of Person Signing _____

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder _____ Federal ID Number (or n/a) _____

By (Authorized Signature) _____ Date _____

Print Name & Title of Person Signing _____

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <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 _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
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: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
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.	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

Diamond Springs Parkway Phase 1B
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OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Contract No. 6558

Bidder Name: _____

I opt out of the payment adjustments for price index fluctuations.

Date: _____

Signature: _____

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH(\$____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)
in amount equal to at least ten percent of the amount of the total bid.

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) _____
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; Iran Contracting Act Certification, and the 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 _____

Diamond Springs Parkway Phase 1B
Contract No. 6558, CIP No. 72334
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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

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.

Diamond Springs Parkway Phase 1B
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County of El Dorado

JOE HARN, CPA
Auditor- Controller

OFFICE OF AUDITOR- CONTROLLER

360 FAIR LANE
PLACERVILLE, CALIFORNIA 95667
Phone: (530) 621-5487 FAX: (530) 295-2535

BOB TOSCANO
Assistant Auditor-Controller

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado) Version: April 2014

PAYEE DATA RECORD	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).											
NAME AND ADDRESS	Name (as shown on your income tax return)											
	Business name/Doing business as/Disregarded entity name, if different from above											
	Physical address (number, street, and apt. or suite)		Remittance address (if different than physical)									
	City, state, zip code		City, state, zip code									
	Phone number	Fax number (optional)	Email (optional)									
FEDERAL TAX CLASSIFICATION N & EXEMPTIONS	Check appropriate federal tax classification <input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____ <input type="radio"/> C Corporation <input type="radio"/> S Corporation If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)											
	NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.											
	Exempt payee code (if any) – see instructions _____ Exemption from FATCA reporting code (if any) – see instructions _____											
TAX IDENTIFICATION NUMBER	Tax Identification number (TIN) Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.											
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">Social Security Number</td> </tr> <tr> <td></td> <td style="text-align: center;"> _ _ - _ _ - _ _ </td> </tr> <tr> <td></td> <td style="text-align: center;">Employer Identification Number</td> </tr> <tr> <td></td> <td style="text-align: center;"> _ _ - _ _ - _ _ </td> </tr> </table>				Social Security Number		_ _ - _ _ - _ _		Employer Identification Number		_ _ - _ _ - _ _	
	Social Security Number											
	_ _ - _ _ - _ _											
	Employer Identification Number											
	_ _ - _ _ - _ _											
RESIDENCY STATUS	Check appropriate box for residency status <input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590) <input type="radio"/> California nonresident (see instructions) NOTE: Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.											
	<input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)											
	California sales tax permit number (required only for California nonresident vendors that charge California sales tax) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>											
CERTIFICATION	Under penalties of perjury, I certify that: 1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and 2) I am not subject to backup withholding and 3) I am a U.S. citizen or other U.S. person and 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct											
	Authorized Payee Representative's Name (Type or Print)		Title									
	Signature	Date	Telephone									

RETURN FORM TO	Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.											
	Please return completed form to:											
	Department/office:	Department of Transportation										
	Mailing address:	2441 Headington Road, Placerville, California 95667										
	Phone: 530.621.7592	Fax: 530.626.0387	Email: jennifer.rimoldi@edcgov.us									

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

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

**DIAMOND SPRINGS PARKWAY PHASE 1B
CONTRACT No. 6558 / CIP No. 36105011**

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)