

Note regarding Montgomery Estates Area 1A Contract Documents.

These documents are in draft form for the 1A Phase of the Project. Changes will be made to this document to reflect the 1B Phase of the Project and a separate Contract Document will be created. The primary changes will be in the description of Bid Items.

COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CONTRACT DOCUMENTS

INCLUDING

NOTICE TO BIDDERS, SPECIAL PROVISIONS,
PROPOSAL AND CONTRACT

FOR

CONSTRUCTION OF

**MONTGOMERY ESTATES AREA 1A
EROSION CONTROL PROJECT**

**CONTRACT NO. PW 09-30485
CIP NO. 95155**

XXXX 2011

FOR USE WITH

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, CALTRANS

STANDARD SPECIFICATIONS, MAY 2006

STANDARD PLANS, MAY 2006

AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS

BID OPENING DATE: XXX XX, 2011

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

MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT

CONTRACT NO. PW 09-30485

CIP NO. 95155

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APPENDIX G – UNITED STATES ARMY CORPS OF ENGINEERS GENERAL PERMIT NO. 16



TAHOE ENGINEERING:
924B Emerald Bay Road
South Lake Tahoe, CA 96150
Phone: (530) 573-7900
Fax: (530) 541-7049

JAMES W. WARE, P.E.
Director of Transportation

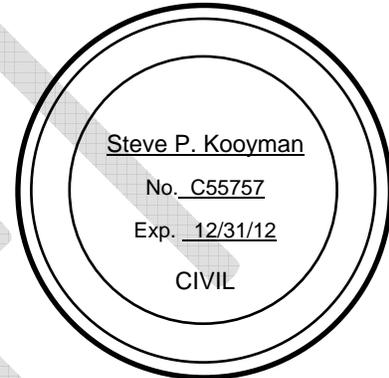
Internet Web Site:
<http://edcgov.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
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These Contract Documents provided herein have been prepared by or under the direction of the following registered person:

CIVIL ENGINEER, RCE #C55757
Steve Kooyman, P.E.
Supervising Civil Engineer



DRAFT

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:

MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT

**CONTRACT NO. PW 09-30485
CIP NO. 95155**

will be received at the County of El Dorado Department of Transportation office in South Lake Tahoe, California, at 924B Emerald Bay Road, **until XXX XX, 2011, at 2:00 PM,** at which time bids will be publicly opened and read by the County of El Dorado Department of Transportation.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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

**“PROPOSAL FOR THE
MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT”
CONTRACT NO. PW 09-30485
CIP NO. 95155**

TO BE OPENED AT 2:00 PM, Wednesday, XXX XX, 2011

LOCATION/DESCRIPTION OF THE WORK

The Project area is located in eastern El Dorado County, in the Tahoe Basin, east of US Highway 50, east of Pioneer Trail, north of Cold Creek. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Construction of erosion control improvements including sediment traps, culverts, infiltration basins, Fortune Way, Del Norte Street, Cold Creek Trail, Copper Way, and Alice Lake Road. Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed, or installed.
- B. Bids are required for the entire Work described herein.
- C. The contract time shall be **FORTY (40) WORKING DAYS**.
- D. For bonding purposes the anticipated project cost is less than **\$400,000**.
- E. A pre-bid meeting is scheduled for this project **on Monday, June xxx, 2011 at 2:00 P.M.** at the County of El Dorado Department of Transportation in South Lake Tahoe, California, at 924B Emerald Bay Road. Attendance at this meeting is not mandatory..

OBTAINING OR INSPECTING CONTRACT DOCUMENTS

The Contract Documents and Plans may be examined at the County of El Dorado Department of Transportation or may be purchased in person or by mail from the Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, California 96150. The purchase price of each set of Contract Documents and Plans is SIXTY dollars (\$60.00) for each set and is non-refundable. To receive Contract Documents and Plans by mail, send

request and payment prior to shipping and include an additional FIFTY dollars (\$50.00), for a total of ONE HUNDRED TEN dollars (\$110.00), to include shipping and handling.

CONTRACTOR'S LICENSE CLASSIFICATION

Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code section 7000 et seq.) and shall possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time the Contract is awarded, and shall maintain a valid license through completion and acceptance of the Work including guarantee and acceptance period. If the Contractor possesses a Class A license instead of the equivalent combination of Classes required by the categories and type of work included in the Contract Documents and Plans, then the Contractor or a subcontractor must also possess a **CLASS C27** "Landscaping Contractor" license. Failure of the successful Bidder to obtain proper and adequate licensing for an award of the Contract shall constitute a failure to execute the Contract, and shall result in forfeiture of the Bidder's security.

BUSINESS LICENSE

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

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Janel Gifford, County of El Dorado Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 295-2655 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded, all listed subcontractors shall be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

BUY AMERICA

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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

Bidders are advised that, as required by federal law, the County of El Dorado has implemented Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)"

and Section 5, "General," under subsection titled "Performance of Subcontractors" of these special provisions cover the UDBE requirements.

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

The Underutilized Disadvantaged Business Enterprise (UDBE) contract goal is **X.XX** %.

Bidder's attention is directed to the UDBE Good Faith Effort Submittal Information Handout at:
<http://www.edcgov.us/Government/DOT/DBE.aspx>

NONDISCRIMINATION

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

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

Attention is further directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor 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.

Attention is also directed to the Special Provisions and to the draft Agreement contained in these Contract Documents for additional nondiscrimination and fair employment practices provisions that will apply to this federal-aid contract.

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

This Contract is subject to federal and state contract nondiscrimination and compliance requirements including Government Code, Section 12990, and shall be construed and interpreted in compliance with said provisions.

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates.

Interested parties can obtain the current wage information by submitting their requests to the Department of

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

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

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

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or in part by federal funds. Contractor's attention is directed to Section 14 of the Special Provisions and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

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

The U.S. Department of Transportation (USDOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, at (800) 424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BID SECURITY

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

BID PROTEST PROCEDURE

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

- (i.) Violations of Federal law or regulations and the standards of 49 CFR Part 18 Subpart C Section 18.36 (b) (12)(i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and

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

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

Policy: Upon completion of the bid evaluation, the Department of Transportation shall 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, the procedure shall be as follows:

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 address designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) working days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, Attention Janel Gifford, 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, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Department of Transportation shall also include in its report 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,

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

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

RETAINAGE FROM PAYMENTS

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

PROJECT ADMINISTRATION

All communications relative to the Contract Documents and Plans shall be directed to Steve Kooyman at the County of El Dorado Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150, telephone-(530) 573-7900, email-steve.kooyman@edcgov.us. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans or written responses to bidders' inquiries. Responses and addenda will be posted on the Department of Transportation website at <http://www.edcgov.us/Government/DOT/Bids.aspx>. It is the Bidders' responsibility to check this website for responses and addenda during the bid period.

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

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

Authorized by the Board of Supervisors on _____, 2011 at Placerville, California.

By _____
James W. Ware, P.E.
Director of Transportation
County of El Dorado

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(Because some colored inks will not reproduce in copy machines, please use black ink to complete this Proposal)

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

PROPOSAL

(to be attached to and submitted with this bound Contract Document bid package)

**TO: THE DEPARTMENT OF TRANSPORTATION,
COUNTY OF EL DORADO,
STATE OF CALIFORNIA**

for the construction of
MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT

**CONTRACT NO. PW 09-30485
CIP NO. 95155**

NAME OF BIDDER

BUSINESS P.O. BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

CITY, STATE, ZIP

(Please include even if P.O. Box used)

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, Amendments to the May 2006 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 54-94 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:

MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT
CONTRACT NO. PW 09-30485
CIP NO. 95155

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

The Bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals, and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so

comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined at the discretion of the County of El Dorado, and that discretion will be exercised in the manner deemed by the County of El Dorado to best protect the public interest in the prompt and economical completion of the work. The decision of the County of El Dorado respecting the amount of a bid, or the existence or treatment of any irregularity in a bid, shall be final.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado 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.

Attention! The undersigned Bidder acknowledges that: a bid security must be in an amount of not less than ten percent (10%) of the total amount of the Bid.

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 Project 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 Sample 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
MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT
CONTRACT NO. PW 09-30485
CIP NO. 95155

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Sweeping	1	LS		
4	Trench and Excavation Safety	1	LS		
5	Humus For Topsoil Mix	-	CY		
6	Mobilization/Demobilization for Mulch Blowing	1	LS		
7	Mulch and Mulch Application	-	CY		
8	Mobilization/Demobilization for Tackifier Application	1	LS		
9	Tackifier and Tackifier Application	-	SF		
10	Install & Maintain Tire Wash Area (On Pavement)	-	EA		
11	Install & Maintain Concrete Wash Area	-	EA		
12	Install & Maintain Weighted Fiber Rolls or Gravel-Filled Rolls	-	EA		
13	Install & Maintain Filter Fence	-	LF		
14	Install and Maintain Drain Inlet Protection	-	EA		
15	Install & Maintain Tree Protection & Construction Limit Fence	-	LF		
16	Tree Removal	-	EA		
17	Adjust SMH and SCO to Grade	-	EA		
18	Concrete Encasement	-	EA		
19	Storm Drain Manhole	-	EA		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
20	Drainage Inlet	-	EA		
21	36" Sediment Trap	-	EA		
22	48" Sediment Trap	-	EA		
23	Remove Existing CMP	-	LF		
24	Dewatering for Storm Drain Systems (connected pipes, traps, and drop inlets)	-	EA		
25	12" CM Pipe (In Pavement)	-	EA		
26	12" CM Pipe (Out of Pavement)	-	EA		
27	12" HDPE Pipe (In Pavement)	-	EA		
28	12" HDPE Pipe (Out of Pavement)	-	EA		
29	18" HDPE Pipe (In Pavement)	-	LF		
30	18" HDPE Pipe (Out of Pavement)	-	LF		
31	24" HDPE (In Pavement)	-	LF		
32	24" HDPE (Out of Pavement)	-	LF		
33	12" FES	-	EA		
34	18" FES	-	EA		
35	24" FES	-	EA		
36	No 1. Backing	-	SF		
37	Concrete Headwall	-	EA		
38	Rock-Lined Channel	-	LF		
39	Blanket Lined Swale	-	LF		
40	Grass-Lined Swale	-	LF		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
41	Rock Check Dam	-	EA		
42	Misc Grading	-	CY		
43	AC Pavement Removal	-	SF		
44	Misc Paving	-	SF		
45	AC Dike with Tie-in Pavement	-	SF		
46	Rolled Curb and Gutter with Tie-in Pavement	-	LF		
47	Curb End Transition Type 1	-	EA		
48	Curb End Transition Type 2	-	EA		
49	Concrete Curb Opening	-	EA		
50	Driveway R&R	-	SF		
51	Retaining Wall	-	LF		
52	Fortune Way Basin	-	EA		
53	Alice Lake Upper Basin	-	EA		
54	Alice Lake Lower Basin	-	EA		
55	Del Norte West Basin	-	EA		
56	Del Norte East Basin	-	EA		
57	Cold Creek West Basin	-	EA		
58	Cold Creek East Basin	-	EA		
59	Alice Lake Basin	-	EA		
60	Humboldt Basin	-	EA		
61	Copper Basin	-	EA		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
62	Relocate Boulder	-	EA				
63	Overexcavate and Remove Unsuitable Material	-	CY				
64	Rock Fracturing and Removal	-	CY				
TOTAL BID							

(F) Denotes Final Pay Item, (LS) Denotes Lump Sum

(NOTICE: Bidder's 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.)

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder _____,
proposed subcontractor _____,
_____ hereby certifies that

he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SMALL BUSINESS STATUS

Are you certified as a Small Business by the Office of Small and Business of the Department of General Services of the State of California?

Please check one of the following: yes, no, unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.)

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury under the laws of the State of California, 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 accordance 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 immediate preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

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

In accordance with Title 23 United States Code, Section 112, and Public Contract Code Section 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

DEBARMENT AND SUSPENSION CERTIFICATION, UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) UNIFORM FEDERAL ASSISTANCE REGULATIONS, 7 CFR 3016, UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS, AND EXECUTIVE ORDER 12549

The Bidder, under penalty of perjury under the laws of the State of California, certifies that, except as noted below, he or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions may result in denial of award, and will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applied, initiating agency, and dates of action.

NOTES: Providing false information may result in criminal prosecution or administrative sanctions. The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION,
UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT) 2 CODE OF FEDERAL
REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS FOR GRANTS AND AGREEMENTS
AND EXECUTIVE ORDER 12549**

The Bidder, under penalty of perjury, certifies that, except as noted below, he or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and,
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions may result in denial of award, and will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applied, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

NOTES: Providing false information may result in criminal prosecution or administrative sanctions. The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his bid or proposal that he shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

COMPLETE THE FEDERAL FORM **SF-LLL** ONLY IF YOU PAID FUNDS, OTHER THAN FEDERAL FUNDS, FOR LOBBYING ANY FEDERAL OFFICER OR EMPLOYEE. SEE THE PRECEDING NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS, AND FEDERAL LOBBYING RESTRICTIONS OF THE SPECIAL PROVISIONS.

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. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. 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 _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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.

Accompanying this Proposal are _____
(NOTICE: INSERT THE WORDS "CASH(\$____), "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amounts equal to at least ten percent of the total of the Bid.

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

(A Copy of the afore-referenced license must be attached hereto)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number(s) _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that I have complied with the requirements of Section 4104 of the Subletting and Subcontracting Fair Practices Act, and that I have complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, of Division 4 of Title 2 of the California Code of Regulations). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and Debarment and Suspension Certification are true and correct. 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 Equal Employment Opportunity Certification, the Small Business Status questionnaire, the Non-Lobbying Certification for Federal Aid Contracts, and the questionnaire regarding Disclosure of Lobbying Activities 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 _____, 2011

at _____ County, State of _____

Date: _____



Signature of Bidder

Name and Title of Bidder _____

Name of Firm _____

END OF PROPOSAL

Distribution: (1) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER
UDBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the bid nonresponsive.

A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: Black Americans, Asian-Pacific Americans, Native Americans, or Women.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract UDBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be subcontracted or Materials to be provided by UDBEs. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Contractor and expiration date. Enter the UDBE prime's and subcontractors' certification numbers. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number).

IMPORTANT: Identify **all** UDBE firms participating in the project regardless of tier. Names of the First-Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractors Listing" submitted with your bid.

There is a column for the UDBE participation dollar amount. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of item to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of UDBE firms. Enter the Total Claimed UDBE Participation dollars and percentage of the total amount bid that these dollars represent.

Exhibit 15-G1 must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

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 AMOUNT BID** 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 924B Emerald Bay Road, South Lake Tahoe, California 96150, for the construction of the

**MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT
CONTRACT NO. PW 09-30485
CIP NO. 95155**

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, _____ 2011.

(seal) _____
Principal

(seal) _____
Surety

Address: _____

NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by the attached Acknowledgment.

ACKNOWLEDGMENT

State of _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

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

CONTRACT NO. PW 09-30485

CIP NO. 95155

for the construction of

MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this ____ day of _____, in the year of 2011, 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, the 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 the Contract is an improvement over which County shall exercise general supervision. County, therefore, shall have the right, but not the duty, to assume full and direct control over the Contract whenever County, at its sole discretion, shall determine that its responsibility is so required.

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

Montgomery Estates Area 1A Erosion Control Project, dated XXX 2011

The Project area is located in eastern El Dorado County, in the Tahoe Basin, east of US Highway 50, east of Pioneer Trail, north of Cold Creek. The Work to be done is shown on the Plans, and generally consists of, but is not limited to the construction of erosion control improvements including sediment traps, culverts, infiltration basins, Fortune Way, Del Norte Street, Cold Creek Trail, Copper Way, and Alice Lake Road. Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed, or installed.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractors Listing, UDBE Information, Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Small Business Status, Non-Lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond; and Payment Bond, the LOCAL AGENCY BIDDER – DBE INFORMATION form; the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the Caltrans Standard Plans, dated May 2006, and Standard Specifications, dated

Montgomery Estates Area 1A Erosion Control Project

Contract No. PW 09-30485, CIP #95155

XXX 2011

County of El Dorado, DOT

Agreement

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May 2006, Amendments to the May 2006 Standard Specifications; and standard drawings from the Design and Improvement Standards Manual of 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; 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 Department of Industrial Relations 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 thereof. 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 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 duplicitous 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 Schedule, a copy of which is attached hereto as Exhibit A.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under the Contract shall commence on the date specified in the Notice to Proceed by County. The Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 4 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 Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the 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 **One Thousand Nine Hundred dollars (\$1,900.00) per day, as liquidated damages and not as penalty,** for each and every calendar day's delay in finishing the Work in excess of the number of days prescribed herein.

Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, agencies of the federal government, the State of California (State), and the California Tahoe Conservancy (CTC), and each of its members, officers, agents, directors, and employees harmless against and from any and all claims, suits, losses, demands, 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, federal government agency, State, or CTC employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, agencies of the federal government, State, CTC, Contractor, subcontractors or employees of any of these, except active or sole

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negligence of County, agencies of the federal government, State, CTC, and each of its members, officers, agents, directors, and employees, or where expressly prescribed by statute.

In those instances where County has entered or will enter into agreements with adjacent property owners or has obtained easements from private property owners upon whose property it will be necessary for Contractor to enter to perform the Work to be done under the Contract, Contractor shall indemnify such property owners in the same manner and to the same extent as County is indemnified herein.

The duty to indemnify and hold harmless as set forth above, 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. GUARANTEES

Contractor shall repair or replace any or all Work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one (1) year from acceptance of the Contract.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor's work performed under this Agreement at no expense to County during the term of this Agreement and for a period of one (1) year from acceptance of the Contract.

If a warranty or guarantee exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, or if a warranty or guarantee exceeding one (1) year is required elsewhere in these Contract Documents, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above mentioned conditions within ten (10) calendar days after being notified in writing by County, Contractor hereby authorizes County to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

Article 7. VENUE

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

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract 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

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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 4450-4554, 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 4450-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

Article 9. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate the Contract at any time upon determination by County's Representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

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

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

Article 10. TERMINATION BY COUNTY FOR CAUSE

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of County's Representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

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

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

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

If the Surety assumes any part of the Work, it shall take Contractor's place in all respect for that part and shall be paid by County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

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

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

Article 11. 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 12. WARRANTY

Contractor warrants to County that materials and equipment furnished for the Work will be 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 therein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 13. RETAINAGE

The retainage from payment is set forth in "Payments" of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without

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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 14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 7 CFR Part 3016 in the award and administration of this United States Forest Service assisted Contract. The applicable requirements of 7 CFR Part 3016 is as follows:

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

Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

Article 15. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Department shall hold retainage from the prime Contractor, as determined by the Department, of the contract work and pay retainage to the prime Contractor in accordance with "Payment of Withheld Funds" of the Special Provisions. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within thirty (30) days after receiving payment of withheld funds from the Department or prime contractor as applicable. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair and contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non payment by the prime contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor.

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Attention is directed to Section 7108.5 of the Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than ten (10) days of receipt of each progress payment unless otherwise agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the 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.

Article 16. PREVAILING WAGE REQUIREMENTS

Contractor's attention is directed to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, including but not limited to 1773, 1773.1, 1773.2, 1773.6 and 1773.7, the general prevailing rate of wages in County in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

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

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall 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 including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with Section 16461.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or in part by federal funds. Contractor's attention is directed to Section 14 of these Specifications and the requirements of, and compliance with, the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

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

Article 17. NONDISCRIMINATION

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Attention is further directed to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor 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.

This Contract is subject to federal and state contract nondiscrimination and compliance requirements including Government Code, Section 12990, and shall be construed and interpreted in compliance with said provisions.

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

During the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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- (6) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 7 CFR Part 3016 in the award and administration of USDA assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Each subcontract signed by the bidder must include this assurance.

Article 18. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California, and federal requirements and regulations pertaining to:

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(a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.

- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.: 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

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

Article 19. BUSINESS LICENSE

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County Business License unless exempt under County Ordinance Code Section 5.08.070. 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 20. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Steve Kooyman, P.E., Supervising Civil Engineer, Department of Transportation, or successor.

Article 21. RETENTION AND ACCESS TO RECORDS

All accounting records and other supporting papers of Contractor's connected with performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment by County or when all other pending matters are closed and shall be held open to inspection and audit by representatives of County, CTC, United States Forest Service (USFS), Comptroller General of the United States, or any duly authorized representative of the Federal Government and copies thereof shall be furnished upon request.

Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment by County or all other pending matters are closed. Representatives of County, CTC, USFS, Comptroller General of the United States, or any duly authorized representative of the Federal Government shall have access to any books, documents, papers, and records that are pertinent to the contract for audit, examination, excerpts, transactions, and copies thereof shall be furnished upon request.

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 shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 7 CFR 3016.40(c). Information to be supplied by Contractor shall be reported to County on an as requested basis.

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Article 22. DRUG-FREE WORKPLACE

Contractor agrees to maintain a drug-free workplace in accordance with Government Code Section 8355, et seq. by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of this prohibition;
- b. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Submitting a drug-free workplace certification form Exhibit B to County with the submittal of the signed Agreement;
- d. Requiring that each employee engaged in the performance of the contract is given a copy of the certification.

Article 23. PROTECTION OF ENVIRONMENT

Pursuant to 7 CFR 3016.36(i)(12), Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1875(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15).

Article 24. BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States with the exception that pig iron and processed, pelletized, and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost, or \$2,500, whichever is greater. Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

In accordance with Section 502 of the Energy and Water Development Appropriations Act, 2002, Public Law 107-66, it is the sense of Congress that, to the greatest extent practicable, all equipment and products

S A M P L E

purchased with funds made available in this Act should be American-made.

Article 25. AUTHORIZED SIGNATURES

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

S A M P L E

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

Attest:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CONTRACTOR

Dated _____

Name of Company

By _____
President License No. Federal Employer Identification #

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 in 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 they are appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the Department prior to signing this document.

Mailing Address _____

Business Address _____

City, Zip _____

Phone (____) _____ Fax (____) _____

EXHIBIT A
CONTRACTOR'S BID AND BID SCHEDULE
MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT
CONTRACT NO. PW 09-30485
CIP NO. 95155

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
1	Mobilization	1	LS				
2	Traffic Control	1	LS				
3	Sweeping	1	LS				
4	Trench and Excavation Safety	1	LS				
5	Humus For Topsoil Mix	-	CY				
6	Mobilization/Demobilization for Mulch Blowing	1	LS				
7	Mulch and Mulch Application	-	CY				
8	Mobilization/Demobilization for Tackifier Application	1	LS				
9	Tackifier and Tackifier Application	-	SF				
10	Install & Maintain Tire Wash Area (On Pavement)	-	EA				
11	Install & Maintain Concrete Wash Area	-	EA				
12	Install & Maintain Weighted Fiber Rolls or Gravel-Filled Rolls	-	EA				
13	Install & Maintain Filter Fence	-	LF				
14	Install and Maintain Drain Inlet Protection	-	EA				
15	Install & Maintain Tree Protection & Construction Limit Fence	-	LF				
16	Tree Removal	-	EA				
17	Adjust SMH and SCO to Grade	-	EA				
18	Concrete Encasement	-	EA				

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
19	Storm Drain Manhole	-	EA		
20	Drainage Inlet	-	EA		
21	36" Sediment Trap	-	EA		
22	48" Sediment Trap	-	EA		
23	Remove Existing CMP	-	LF		
24	Dewatering for Storm Drain Systems (connected pipes, traps, and drop inlets)	-	EA		
25	12" CM Pipe (In Pavement)	-	EA		
26	12" CM Pipe (Out of Pavement)	-	EA		
27	12" HDPE Pipe (In Pavement)	-	EA		
28	12" HDPE Pipe (Out of Pavement)	-	EA		
29	18" HDPE Pipe (In Pavement)	-	LF		
30	18" HDPE Pipe (Out of Pavement)	-	LF		
31	24" HDPE (In Pavement)	-	LF		
32	24" HDPE (Out of Pavement)	-	LF		
33	12" FES	-	EA		
34	18" FES	-	EA		
35	24" FES	-	EA		
36	No 1. Backing	-	SF		
37	Concrete Headwall	-	EA		
38	Rock-Lined Channel	-	LF		
39	Blanket Lined Swale	-	LF		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
40	Grass-Lined Swale	-	LF		
41	Rock Check Dam	-	EA		
42	Misc Grading	-	CY		
43	AC Pavement Removal	-	SF		
44	Misc Paving	-	SF		
45	AC Dike with Tie-in Pavement	-	SF		
46	Rolled Curb and Gutter with Tie-in Pavement	-	LF		
47	Curb End Transition Type 1	-	EA		
48	Curb End Transition Type 2	-	EA		
49	Concrete Curb Opening	-	EA		
50	Driveway R&R	-	SF		
51	Retaining Wall	-	LF		
52	Fortune Way Basin	-	EA		
53	Alice Lake Upper Basin	-	EA		
54	Alice Lake Lower Basin	-	EA		
55	Del Norte West Basin	-	EA		
56	Del Norte East Basin	-	EA		
57	Cold Creek West Basin	-	EA		
58	Cold Creek East Basin	-	EA		
59	Alice Lake Basin	-	EA		
60	Humboldt Basin	-	EA		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
61	Copper Basin	-	EA				
62	Relocate Boulder	-	EA				
63	Overexcavate and Remove Unsuitable Material	-	CY				
64	Rock Fracturing and Removal	-	CY				
TOTAL BID							

(F) Denotes Final Pay Item, (LS) Denotes Lump Sum

DRAFT

**EXHIBIT B
DRUG-FREE WORKPLACE CERTIFICATION**

COMPANY/ORGANIZATION NAME

The Contractor named above hereby certifies compliance with Government Code Section 8355 in matter relating to providing a drug-free workplace. The above named contractor 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:
 - a. Will receive a copy of the company's drug-free policy statement, and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR SIGNATURE

TITLE

FEDERAL I.D. NUMBER

County of El Dorado

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. _____

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

_____ ,

hereafter referred to as "Principal", a contract for the work described as follows:

**MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT
CONTRACT NO. PW 09-30485
CIP NO. 95155**

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 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 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 for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

State of _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

State of _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

County of El Dorado

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

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

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

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

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. PW 09-30485, CIP No. 95155 for the Montgomery Estates Area 1A Erosion Control Project** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

In the event suit is brought upon this bond by the 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 for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

DRAFT

PRINCIPAL

ACKNOWLEDGMENT

State of _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

State of _____

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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Withholding Exemption Certificate**2010**

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form 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 SSN or ITIN
 SOS file no. CA corp. no. FEIN

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

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.

 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 notify the withholding agent. See instructions for General Information D, Who is a Resident, 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 (SOS) to do business in California. The corporation will file a California tax return and 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 do any of the above, I will promptly notify the withholding agent. See instructions for General Information E, What is a Permanent Place of Business, 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 SOS, 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. For withholding purposes, a Limited Liability Partnership (LLP) 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 SOS, 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 notify 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 notify the withholding agent. 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 Trusts:

At least one trustee and one noncontingent beneficiary of the above-named 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 notify 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 in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

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

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box – Include the Private Mail Box (PMB) in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then 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. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

B Requirement

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 the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, 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.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information G, Publications, Forms, and Additional Information.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the 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.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

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/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP 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, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

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 SOS. 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.

For more information, contact Withholding Services and Compliance, see General Information G.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- 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.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding, Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

G Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

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

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number 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 because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

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 (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required 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” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees 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, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

SPECIAL PROVISIONS

ANNEXED TO CONTRACT NO. PW 09-30485
CIP NO. 95155

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation (Caltrans) insofar as the same may apply, County of El Dorado Design and Improvement Standards Manual, revised March 8, 1994, including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual and these special provisions.

Attention is directed to Appendix A of these special provisions containing Amendments to May 2006 Standard Specifications as issued by the State of California Department of Transportation. These Amendments are hereby incorporated into the contract documents to replace or supplement those sections of the Standard Specifications where an Amendment exists, and are to be treated the same as the Standard Specifications in relation to other Contract Documents.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. **In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.**

In case of conflict between the Standard Specifications the Amendments to Standard Specification, and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 DEFINITIONS AND TERMS

As used in the contract documents, unless the context otherwise requires, the following terms have the following meanings:

CALTRANS – The State of California Department of Transportation.

CONTRACTOR – Contractor responsible for constructing the **MONTGOMEREY ESTATES AREA 1A EROSION CONTROL PROJECT.**

COUNTY – The County of El Dorado, a political subdivision of the State of California.

CTC – California Tahoe Conservancy.

CCC – California Conservation Corps.

DOT / DEPARTMENT / DEPARTMENT OF TRANSPORTATION / RECIPIENT - The Department of Transportation as created by the Board of Supervisors for the County of El Dorado.

COUNTY SURVEYOR – The elected official holding the title of County Surveyor for the County of El Dorado, whose office is located in Placerville, California.

DBE – Disadvantaged Business Enterprise. This definition includes disadvantaged, small, minority, and women owned business enterprises.

DIRECTOR OF TRANSPORTATION – The Director of Transportation for the County of El Dorado.

ENGINEER / STATE HIGHWAY ENGINEER – The Director of Transportation in the Department of Transportation for the County of El Dorado, or his/her authorized representative (Resident Engineer).

FHWA – Federal Highway Administration.

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

LAHONTAN – The California Regional Water Quality Control Board (CRWQCB) in the Lake Tahoe area known as the Lahontan Region.

MUTCD – California Manual on Uniform Traffic Control Devices for Streets and Highways (FHWA's 2003 Edition, including Revisions 1 and 2, as amended for use in California) dated January 21, 2010, also called the California MUTCD 2010..

OSHA – Occupational Safety and Health Administration.

PLANS – The improvement plans titled “**MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT**” approved by the County of E Dorado Department of Transportation, and the Standard Plans.

SEZ – Stream Environment Zone - Land Capability Class 1b.

STANDARD PLANS – The May 2006 edition of the Standard Plans of the State of California, Department of Transportation (Caltrans) and Standard Plans Errata.

STANDARD SPECIFICATIONS – The May 2006 edition of the Standard Specifications for the State of California, Department of Transportation (Caltrans) and the Amendments to the May 2006 Standard Specifications.

STPUD – South Tahoe Public Utility District.

SURVEYOR – An employee of the County of El Dorado Department of Transportation who is a registered Land Surveyor or who is performing surveying under the license of a registered Land Surveyor who is also employed by the Department of Transportation.

STATE – County of El Dorado.

TRCD – Tahoe Resource Conservation District.

TRPA – Tahoe Regional Planning Agency.

USDA – United States Department of Agriculture.

USDOT – United States Department of Transportation.

USFS – United States Forest Service; also known as the USDA Forest Service – an agency of the United States Department of Agriculture.

All other Definitions and Terms are in accordance with the Standard Specifications.

1-1.03 AMENDMENTS TO THE STANDARD SPECIFICATIONS

Attention is directed to Appendix A of these Special Provisions, containing Amendments to the Standard Specifications as issued by the State of California Department of Transportation. These Amendments are hereby incorporated into the Contract Documents to replace or supplement those sections of the Standard Specifications where an Amendment exists, and are to be treated the same as the Standard Specifications in relation to other Contract Documents.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The Bidders' attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which it must observe in the preparation of the Proposal form and the submission of the bid.

The first sentence of the second paragraph in Section 2-1.05, "Proposal Forms," of the Standard Specifications is amended to read:

"The Proposal form is bound together with the Notice to Bidders, Special Provisions, Agreement and attendant documents."

A Proposal shall be deemed "Non-Responsive" if the Proposal is submitted without the entire Contract Document package attached.

In addition to whom the bidder proposes to directly subcontract portions of the Work as required in accordance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, the list of subcontractors shall also set forth the percentage of each bid item that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The first sentence of the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

The bidder's bonds shall conform to the bond form included in this Proposal for the project "MONTGOMERY ESTATES AREA 1A EROSION CONTROL PROJECT", and shall be properly filled out and executed. Do not detach the bidder's bonds from the proposal.

(DO NOT DETACH THE FORM)

The proposal shall be attached and submitted with the Contract Documents bid package in its entirety.

The form of bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found in the Proposal. **The Bidder shall furnish one Bidder's Bond in an amount equal to at least ten percent (10%) of the total amount bid.**

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of USDOT assisted

contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as County deems appropriate. Each subcontract signed by the Contractor must include this assurance.

Failure of the bidder to fulfill the requirements of the special provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Each subcontract signed by the bidder must include this assurance.

Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 7 CFR Part 3016 in the award and administration of USDA assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.02 INCLUSION OF FEDERAL FORM 1273 CONTRACT PROVISIONS

In accordance with Section 12.9 of Chapter 12 of the Local Assistance Procedures Manual (LAPM), and Section 14, "FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS," of these Contract Documents the provisions of FHWA Form 1273 are required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements be all subcontractors and lower-tier subcontractors. Failure of the prime contractor to comply with the requirements by is grounds for County termination of the contract with the contractor and debarment of the contractor by FHWA.

2-1.03 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

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

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

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

2-1.04 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the County specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the County's Annual Anticipated DBE Participation Level (AADPL) and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.

2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

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

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

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

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

UDBE Commitment Submittal

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Proposal. If the form is not submitted with the bid, make a copy of the form from the Proposal before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form via fax to Janel Gifford, County of El Dorado Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 295-2655 by 4:00 pm on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the County requests it. If the County requests you to submit a UDBE Commitment form, submit the completed form within four (4) business days of the request via email or fax to Janel Gifford, County of El Dorado Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 295-2655.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form with the UDBE quotes within the specified time, the County finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, make a copy of Exhibit 15-H before submitting your bid. If good faith efforts documentation is not submitted with the bid, it must be submitted via email or fax to Janel Gifford, County of El Dorado Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 295-2655 by 4:00 pm on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, in order to protect your eligibility for award of the contract in the event the County finds that the UDBE goal has not been met, you must also submit good faith efforts documentation within the specified time.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE

subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

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

2-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each Proposal shall have listed therein the name, contractor's license number and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Janel Gifford, County of El Dorado Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 295-2655 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded, all listed subcontractors shall 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.

Forms for listing the subcontractors who will work on this Project are included in the Proposal section of these Contract Documents.

2-1.06 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL AGENCY REQUIREMENTS

County is relying on federal assistance or grants as well as on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use of federal and state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. Contractor shall comply and shall require its subcontractors to comply with all applicable provisions of federal and state regulations, including those required by Caltrans and Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds as well as these requirements detailed in 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Contractor shall further comply with all applicable provisions of the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines, all Title 23 Federal requirements and all applicable state and federal laws, regulations and policy; procedural or instructional memoranda. Failure of Contractor to comply with any federal or state provision may be the basis for withholding payments to Contractor and for such other remedies as may be appropriate including termination of this Contract. Contractor shall 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 Contractor's subcontracts, if any, associated with this Contract. Contractor shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

2-1.07 COST PRINCIPLES

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

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

2-1.08 BID PROTEST PROCEDURE

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 7 Code of Federal Regulations Chapter XXX Part 3016 and Title 49 Code of Federal Regulations Part 18 Section 18.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- (i.) Violations of Federal law or regulations and the standards of 7 CFR Chapter XXX Part 3016 and 49 CFR Part 18 Subpart C Section 18.36 (b) (12)(i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- (ii.) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard. This procedure is available after the informal methods have failed to reach a solution.

Policy: Upon completion of the bid evaluation, the Department of Transportation shall 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 that time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure: If a bidder wishes to protest the award, the procedure shall be as follows:

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 address designated in the bid, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within five (5) working days from the date of the “All Bidders Letter,” the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150, 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 that protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors’ consideration and action. The Department of Transportation shall also include in its report 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,

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The Bidder’s attention is directed to the provisions in Section 3, “Award and Execution of Contract,” of the Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

3-1.02 AWARD OF CONTRACT

Section 3-1.01, “Award of Contract”, of the Standard Specifications is amended to read:

3-1.01 Award of Contract; The right is reserved to reject any and all Proposals. The award of Contract, if it be awarded, will be to the lowest, responsive, responsible bidder whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the Proposals. This period will be subject to extension for such further period 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 shall be the bidder submitting the lowest additive total of all the bid items. In the event of a discrepancy between the unit price bid and the extended unit total as stated on the Proposal, the amount bid for the unit price shall control and shall be utilized in calculating the additive total of the bid items for purposes of award, including revisions by Addenda, and as specified in the Proposal instructions.

A "LOCAL AGENCY BIDDER - DBE INFORMATION (Construction Contracts) Exhibit 15-G(2)" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form. Information required on this form is in addition to the Local Agency Bidder - UDBE Commitment (Construction Contracts) Exhibit 15-G(1) form included in the Proposal section. The successful bidder's "LOCAL AGENCY BIDDER - DBE INFORMATION (Construction Contracts) Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE shall describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder shall provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder shall submit a copy of the joint venture agreement.

The "LOCAL AGENCY BIDDER - DBE INFORMATION (Construction Contracts) Exhibit 15-G(2)" form shall be completed and returned to the County by the successful bidder with the executed contract, contract bonds and other required contract documents.

3-1.03 EXECUTION OF CONTRACT

Attention is directed to the "Notice to Bidders" and "Proposal" for this Contract. Barring some unforeseen irregularity, Notice of Award will be sent to the lowest responsive responsible bidder after approval by the County of El Dorado Board of Supervisors.

The successful bidder shall return the signed Contract, the Contract bonds, the completed "LOCAL AGENCY - DBE INFORMATION (Construction Contracts) Exhibit 15-G(2)" form, the Drug-Free Certification form, a California Form 590-Withholding Exemption Certificate, a Federal Form W-9-Request for Taxpayer Identification Number and Certification, and certificates of insurance to the Office of the Department of Transportation **within five (5) days, not including Saturdays, Sundays, and legal holidays, of the date of the Notice of Award of Contract Letter.** Priority delivery or mail of these documents should be to the attention of Janel Gifford, County of El Dorado Department of Transportation at 2441 Headington Road, Placerville, California 95667, Janel.Gifford@edcgov.us.

The failure of the successful bidder to furnish any bond required of it by law or by this Agreement, or the failure to execute the Contract, or the failure to provide the required insurance documents within the time fixed for the execution of the Contract and return of the bonds and insurance constitutes a failure to execute and return the Contract as required herein. Upon such failure or refusal to return the executed Agreement, or to provide the bonds or insurance documents required herein, the bidder's security shall be forfeited to County.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

Section 8-1.03, "Beginning of Work," of the Standard Specifications shall not apply and shall be replaced with the following:

The contract working days shall begin on the date stated in the Notice to Proceed issued by the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of **FORTY WORKING DAYS**.

The Contractor shall pay to the County of El Dorado the sum of one thousand nine hundred dollars (**\$1,900.00**) per day, for each and every calendar day's delay in finishing the work in excess of **FORTY (40) WORKING DAYS**. The County will suspend the assessment of liquidated damages for each day between October 15 and May 1 on which climatic conditions or governing agency rules and regulation prohibit the Contractor from performing the Work.

$$\frac{L\% \text{ (See Table Below)} \times \text{Engrs Estimate} + \text{RE Ofc Expense}^*}{\text{Working Days}^{**}} = \text{Liq Dam/calendar day}$$

* Resident Engineer office expenses for the life of the contract should be added unless the cost is already included in the Engineer's Estimate.

** Working days used to calculate liquidated damages should not include water pollution establishment or plant establishment days.

Project Estimate	Project Type					
	Resurfacing/ Rehab	New Highway	Realignment/ Widening	Landscaping	Soundwall	Others
Over \$30 million	10%	10%	13%	15%	15%	15%
\$10 million to \$30 million	10%	12%	15%	15%	15%	15%
\$5 million to \$10 million	10%	15%	15%	15%	15%	15%
\$750k to \$5 million	15%	15%	15%	18%	18%	15%
Less than \$750k	15%	20%	20%	18%	20%	15%

Resurfacing projects include asphalt concrete (AC) surfacing, seat coats, slurry seals, etc.

The calculated liquidated damages should be rounded up in \$100 increments to determine the amount to be specified.

Contractor is advised that most construction operations are prohibited by local agency ordinances in the period between October 15 and May 1. Contractor is responsible for contacting the TRPA and Lahontan to determine the conditions under which this requirement may be modified for specific types of work and for unusual weather conditions.

4-1.02 CONSTRUCTION SCHEDULE AND WORK HOURS

Contractor shall schedule its work day between the hours of 8:00 a.m. to 6:30 p.m. weekdays. These work hours may be extended only with the written approval of the Engineer. A working day shall be defined as Monday through Friday excluding the following County-observed holidays: New Years Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Contractor may work on Saturdays, Sundays, or County-observed holidays, from 8:00 a.m. to 5:00 p.m., only with the written approval of the Engineer. If the Engineer approves work on such days and Contractor works on the controlling operation or operations for at least 60% of the total daily time, these days will be counted as working days. Controlling operation is defined in Section 8-1.06 "Time of Completion" of the Standard Specifications.

4-1.02A COMMENCEMENT OF WORK REQUIREMENTS

The Contract working days shall begin on the date specified in the Notice to Proceed letter issued to Contractor. The Engineer will review and work with Contractor cooperatively to approve Contractor's submittals and schedule the pre-grade inspection by TRPA within ten (10) days of the date specified in the Notice to Proceed. Contractor shall install Temporary Erosion Control measures within ten (10) days of the date specified in the Notice to Proceed.

Contractor shall complete the work within: **forty (40) working days** of the date specified in the Notice to Proceed.

The Contract days shall begin on the date specified in the Notice to Proceed, and Contractor may not begin work (other than the temporary erosion control installation) until all required submittals are approved by the Engineer and TRPA completes its required pre-grade inspection.

Contractor's attention is directed to Section 10-1.01, "Order of Work," in these Special Provisions.

4-1.03 CONTRACTOR SUBMITTALS

Contractor may provide the Submittals required in Section 4-1.03, "Contractor Submittals," to the Engineer as early as ten (10) working days after the receipt of the Notice of Award, but must comply with these submittal requirements within five (5) working days of receipt of Notice to Proceed, or as stated below.

- Contractor must submit a Construction Schedule for the Engineer's review and approval. The first two paragraphs of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply. If the Engineer requires changes to the initial Construction Schedule, Contractor shall provide the Engineer with a revised schedule within five (5) working days of receipt of notification requiring changes to the initial Construction Schedule. Subsequent Schedules shall be updated and submitted to the Engineer at the weekly meetings if Contractor falls behind the initially approved schedule by more than three (3) days. Contents of all schedules shall conform to paragraphs three, four, and five of Section 8-1.04, "Progress Schedule," of the Standard Specifications.
- Contractor must submit the name and address of its authorized representative who is to receive all written notices under this Contract.
- Contractor must submit a Temporary Erosion Control Plan that shall include the locations and descriptions of erosion control measures and daily clean up measures in accordance with all federal, state, and local agency regulations, the Plans, the Storm Water Pollution Prevention Plan (SWPPP), and these Special Provisions. Contractor may use the temporary erosion control measures and details shown on the Plans in preparing a Temporary Erosion Control Plan. However, Contractor's Temporary Erosion Control Plan shall show specifically where filter fence, weighted fiber rolls or gravel-filled rolls, and gravel bags will be applied, where the tire wash and concrete wash areas will be located, and any additional temporary erosion control required due to Contractor's method of operation or required to meet TRPA and Lahontan permit requirements. Contractor's Temporary Erosion Control Plan shall also detail specifically what temporary erosion control measures will be applied and where the temporary erosion control measures will be placed in any area to be used to store Contractor's materials,

equipment, and supplies. All temporary erosion control measures, their implementation, and maintenance shall conform to the Plans and the provisions of the SWPPP outlined in Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions. A complete copy of the SWPPP is available for review at the office of County of El Dorado Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150. Contractor shall not propose or use alternative temporary erosion control measures unless the Contract Documents specify where and which alternatives may be used. Contractor's Temporary Erosion Control Plan is subject to TRPA review and approval.

- Contractor must submit a Traffic Control Plan for the Engineer's review and approval. Contractor must use the requirements specified in the Traffic Control Plan contained in the Plans in preparing its Traffic Control Plan. Contractor's Plan must also coordinate with the traffic control plan provisions described in Section 10-1.04, "Traffic Control Plan," of these Special Provisions. All Traffic Control shall be in accordance with Section 10-1.03, "Maintaining Traffic," of these Special Provisions.
- Contractor must submit a Spill Contingency Plan in accordance with Section 5-1.52, "Spill Contingency Plan," of these Special Provisions.
- Contractor must submit information regarding the color and manufacturer of articulated concrete block to be used for the placement of the articulated block channels in accordance with Section 10-1.16, "Articulated Concrete Block," of these Special Provisions.
- The Dewatering Plan shall be in accordance with Section 10-1.20, "Dewatering," of these Special Provisions and in accordance with the applicable Item descriptions.
- The Dust Control Plan shall be in accordance with Section 5-1.51, "Dust and Tracking Control," of these Special Provisions and in accordance with the applicable Item descriptions.
- Contractor must submit for County and Lahontan review any proposed revisions to the SWPPP. Upon approval, County will enter the revision into the SWPPP Amendment Log.
- Contractor must submit a set of "As-Constructed Plans". The "As-Constructed Plans" shall contain changes made to the Plans to reflect actual construction of the proposed improvements. The "As-Constructed Plans" shall be current and updated in a timely manner so the Plans and its information are made available to the Engineer for review during the weekly meetings. Contractor shall make "As-Constructed Plans" corrections and additions using red ink. Corrections and additions are, but not limited to: changes to pipes, channels, drainage structures, and other drainage details; corrected typical sections, base, and surfacing details; changes in vertical and horizontal alignment; establish or re-establish right-of-way markers, monuments, and bench marks; new, replaced, removed or abandoned utilities, especially underground; and, any other construction details or appurtenances not shown on the Plans. When Engineer has made the final inspection as provided in Section 5-1.32, "Final Inspection," of these Special Provisions, then the Contractor shall submit the complete set of "As-Constructed Plans".

With the exception of the "As-Constructed Plans," no mobilization payments will be made until **all** of the above submittals have been reviewed and approved by the Engineer. When weekly schedule update submittals are required, the provisions regarding this submittal and progress payments shall be in accordance with paragraphs three, four, and five of Section 8-1.04, "Progress Schedule", of the Standard Specifications.

Contractor must comply with the time frames listed in the applicable Special Provisions Sections for the following submittals:

- Contractor must submit a Shoring and Excavation Plan in accordance with Section 7-1.01E, "Trench Safety," of the Standard Specifications, as it applies to sediment trap and pipe installations (See Section 10-1.26, "Shoring and Excavation Plan," of these Special Provisions).

- Contractor must submit AC mix designs and testing in accordance with Section 10-1.15 “Asphalt Concrete,” of these Special Provisions.
- Contractor must submit concrete mix designs in accordance with Section 90, “Portland Cement Concrete,” of the Standard Specifications and Section 10-1.19, “Concrete Structures,” of these Special Provisions.
- Contractor must submit Certificates of Compliance in accordance with Section 5-1.49, “Certificates of Compliance,” of these Special Provisions.
- Contractor must submit a plan for driveway access in accordance with Section 10-1.03, “Maintaining Traffic,” of these Special Provisions.
- Contractor must submit information regarding the equipment to be used for the application of humus on the slopes, mulch, and tackifier in accordance with Section 10-1.10D, “Excavating and Grading, Materials,” of these Special Provisions.

Approval of all submittals by the Engineer does not relieve Contractor of its responsibility to perform the work in an acceptable manner and in accordance with the Plans, the Standard Specifications, and these Special Provisions. County review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action is subject to the requirements of the Plans, Standard Specifications, and these Special Provisions. Contractor is responsible for dimensions which shall be confirmed and correlated at the project site; fabrication processes and techniques of construction; coordination of its work with that of all other trades, and the satisfactory performance of its work.

4-1.04 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled by the Engineer between the Engineer and the Contractor or its representative after the project is awarded and prior to the issuance of the Notice to Proceed. The conference will be held at the County of El Dorado, Department of Transportation, Tahoe Engineering Unit Office, 924B Emerald Bay Road, South Lake Tahoe to discuss the work each DBE subcontractor will perform and important aspects of the project and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required, and the Contractor shall bring all required schedules and documents to the meeting.

Before work can begin on a subcontract, the Department will require the Contractor to submit a completed “Subcontracting Request”, Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM) or equivalent. When the Engineer receives the completed form it will be checked for agreement of the first tier subcontractors and DBE’s. The Engineer will not approve the request when it identifies someone other than the DBE or first tier subcontractor listed in the previously completed “LOCAL AGENCY BIDDER – DBE INFORMATION (Construction Contracts) Exhibit 15-G(2)” form. The “Subcontracting Request” will not be approved until any discrepancies are resolved. If an issue cannot be resolved at that time, or there is some other concern, the Engineer will require the Contractor to eliminate the subcontractor in question before signing the subcontracting request. A change in the DBE or first tier subcontractor may be addressed during a substitution process at a later date.

Suppliers, vendors, or manufacturers listed on the “LOCAL AGENCY BIDDER – DBE INFORMATION (Construction Contracts) Exhibit 15-G(2)” form will be compared to those listed in the completed Exhibit 16-I “Notice of Materials to be Used”, of the LAPM or equivalent. Differences must be resolved by either making corrections or requesting a substitution.

Substitutions will be subject to the Subletting and Subcontracting Fair Practices Act (FPA). The Department will require contractors to adhere to the provisions within Subletting and Subcontracting Fair Practices Act (State Law) Sections 4100-4114. FPA requires the Contractor to list all subcontractors in excess of one half of one percent (0.5%) of the Contractor’s total bid or \$10,000, whichever is greater. The statute is designed to prevent bid shopping by contractors. The FPA explains that a contractor may not substitute a subcontractor listed in the original bid except with the approval of the awarding authority.

The Engineer will give the Contractor a blank Exhibit 17-F, "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors," from the Caltrans LAPM. This form must be completed and returned to the County with the Acceptance Statement, which accompanies the Proposed Final Estimate.

4-1.05 PROSECUTION AND PROGRESS

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications.

Contractor shall notify the Engineer within five (5) working days of any occurrence which, in Contractor's opinion, entitles it to an extension of time for completion. Such notice shall be in writing. The Engineer shall acknowledge, in writing, receipt of any such claim by Contractor within five (5) working days of its receipt.

SECTION 5. GENERAL

5-1.01 NOT USED

5-1.02 GUARANTEE

GENERAL

The Contractor shall guarantee the work is in accordance with contract requirements and remains free from substantial defects in materials and workmanship for a period of one year after contract acceptance. For certain portions of the work where the Director relieves the Contractor of responsibility in accordance with Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the guarantee period starts on the relief date and ends one year therefrom.

Substantial defects in materials and workmanship means defective work objectively manifested by damaged, displaced, or missing parts or components and workmanship resulting in improper function of materials, components, equipment, or systems, as installed or manufactured by the Contractor, subcontractor, supplier, or manufacturer.

During the guarantee period, the Contractor shall repair or replace contract work and associated work which is not in accordance with contract requirements or has substantial defects in materials and workmanship. The Contractor shall perform the corrective work with no expense to the Department other than State-provided field inspection services.

The guarantee of work excludes damage or displacement that is outside the control of the Contractor and caused by normal wear and tear, improper operation, insufficient maintenance, abuse, unauthorized modification, or natural disaster as described in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications.

The Contractor shall have the same insurance coverage during corrective work operations as prior to contract acceptance, in accordance Section 7, "Contractor's Insurance" of the Standard Specifications these Special Provisions.

The contract bonds furnished in accordance with Section 3-1.02, "Contract Bonds," of the Standard Specifications must remain in full force and effect during the guarantee period and until all corrective work is complete.

In the case of conflict between this guarantee provision and any warranty provision included in the contract, the warranty provision shall govern for the specific construction product or feature covered.

CORRECTIVE WORK

During the guarantee period, the Department will monitor performance of the highway facilities completed by the Contractor and will perform a thorough review of the contract work at least sixty (60) days before the expiration of the one-year guarantee.

If the Engineer discovers contract work not in compliance with contract requirements or that has substantial defects in materials and workmanship, at any time during the guarantee period, a list of items that require corrective work will be developed and forwarded to the Contractor. Within fifteen (15) days of receipt of a list, the Contractor shall submit to the Engineer a detailed plan for performing corrective work. The work plan shall include a start to finish schedule. It shall include a list of labor, equipment, materials, and any special services intended to be used. It shall clearly show related work including traffic control, temporary delineation, and permanent delineation.

The Contractor shall start the corrective and related work within fifteen (15) days of receiving notice from the Engineer that the Contractor's work plan is approved. The corrective work shall be diligently prosecuted and completed within the time allotted in the approved work plan.

If the Engineer determines that corrective work, covered by the guarantee, is urgently needed to prevent injury or property damage, the Engineer will give the Contractor a request to start emergency repair work and a list of items that require repair work. The Contractor shall mobilize within twenty-four (24) hours and diligently perform emergency repair work on the damaged highway facilities. The Contractor shall submit a work plan within five (5) days of starting emergency repair work.

If the Contractor fails to commence and execute, with due diligence, corrective work and related work required under the guarantee in the time allotted, the Engineer may proceed to have the work performed by State forces or other forces at the Contractor's expense. Upon demand, the Contractor shall pay all costs incurred by the Department for work performed by State forces or other forces including labor, equipment, material, and special services.

PAYMENT

Full compensation for performing corrective work; and related work such as traffic control, temporary delineation, and permanent delineation, and to maintain insurance coverage and bonds, shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made therefor.

5-1.03 LINES AND GRADES

Stakes or marks will be set by the Engineer in conformance with Section 5-1.53, "Construction Staking," of these Special Provisions.

5-1.04 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these Special Provisions.

Bonds shall be a Performance Bond equal to one hundred percent (100%) of the total amount payable by the terms of the Contract and a Payment Bond equal to one hundred percent (100%) of the total amount payable under the terms of the Contract.

5-1.05 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a written cost reduction proposal, Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the Department and other agencies.

If a cost reduction proposal submitted by Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, fifty percent (50%) of that contract time reduction shall be credited to County by reducing the contract working days, not including plant establishment if applicable. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

5-1.06 LABOR NONDISCRIMINATION

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

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Attention is directed to the "Nondiscrimination Clause" set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State or County contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt State or County construction contracts and subcontracts of \$5,000 or more.

This Contract is subject to federal and state contract nondiscrimination and compliance requirements including Government Code, Section 12990, and shall be construed and interpreted in compliance with said provisions.

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Attention is also directed to the Special Provisions and to the draft Agreement contained in these Contract Documents for additional nondiscrimination and fair employment practices provisions that will apply to this federal-aid contract.

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

5-1.07 PREVAILING WAGE NOTICING REQUIREMENTS

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

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

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

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

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

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

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

Full compensation for conforming to the requirements in this section shall be considered as included in the prices for the various contract items of work and no additional compensation will be allowed therefor.

5-1.08 APPRENTICES

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with Contractor.

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

5-1.09 CERTIFIED PAYROLL

As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with this project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
 - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State

Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

- d. Submit a copy of all payrolls weekly to the Engineer and directly to the Compliance Monitoring Unit (CMU) within the Division of Labor Standards Enforcement of the Department of Industrial Relations, State of California. Submit copy of all payrolls within ten (10) days of any separate request by the CMU.

5-1.10 DISPUTES RESOLUTION

As permitted by Public Contract Code section 20104, the County has elected to resolve any claims between the Contractor and the County pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code. Attention is directed to Section 9, "Measurement and Payment" of the Standard Specifications for the contract claim procedure. The provisions of that Section 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, but not limited to, Section 9, "Measurement and Payment" of the Standard Specifications. 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 Contractor's prior compliance with the contract claim procedure herein and previous dispositions under Section 9, "Measurement and Payment" of the Standard Specifications. 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 shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitations shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. The cost of mediation shall be equally shared by the parties.

If Contractor fails to comply with these claim procedures as to any claim, then Contractor waives its rights to such claim. County shall not be deemed to waive or alter any provision of this section or Section 9, "Measurement and Payment" of the Standard Specifications if, at County's sole discretion, County administers a claim in a manner not in accord with those provisions.

These provisions shall survive termination, breach, or completion of the Contract Documents.

5-1.11 RECORDS

Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than three (3) years after the date of acceptance of the Work. If Contractor intends to file claims against the Department, Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.12 RECORDS EXAMINATION AND AUDIT REQUIREMENTS

Contractor shall maintain and make available to the FHWA, the USDOT, the Comptroller General of the United States, the State of California, the California State Auditor, and County or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these special provisions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors employed under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract and shall require its subcontractors to agree to cooperate with the above-listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

All of Contractor's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract shall be retained for access, inspection and/or audit by the FHWA, the USDOT, the Comptroller General of the United States, the State, County or their duly authorized representatives for at least three (3) years after County's final payment to Contractor and/or the final resolution of any claims under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract.

5-1.13 SUBCONTRACTING AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared Exhibit 17-F, "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First –Tier Subcontractors" (Form CEM-2402 (F)) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer with the Acceptance Statement, which accompanies the Proposed Final Estimate \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If a DBE leases trucks from a non-DBE Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on the form entitled "Monthly Trucking Verification Form" Form CEM-2404 (F) which is available from the Department.

5-1.14 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract "Disadvantage Business Enterprises (DBE) Certification Status Change Form," Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer with the Acceptance Statement, which accompanies the Proposed Final Estimate.

5-1.15 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The Subcontractors Listing form in the Proposal the Contractor shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent 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's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform work or supply materials as listed in the "Local Agency Bidder - UDBE Commitment" form specified under Section 2, "Proposal Requirements and Conditions," of these Special Provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the Engineer.

The County grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

The County does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.

5-1.16 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of El Dorado may exercise the remedies provided under Pub Cont Code § 4110. The County of El Dorado may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site. In accordance with Title 2 CFR Section 1200.220 the Debarment and Suspension Provisions apply to all subcontracts associated with this contract. Contractor shall require all subcontractors to execute a debarment and suspension certification such as one provided in the Proposal section of these Contract Documents.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these Special Provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.17 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is also directed to Section 7108.5 of the Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than ten (10) days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the 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.

Prime contractors shall include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

5-1.18 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Department shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department, of the contract work and pay retainage to the prime Contractor based on these acceptances in accordance with "Payment of Withheld Funds" of these Special Provisions. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor 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. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the Department's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions, and

remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement 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 or performance, and/or noncompliance by a subcontractor.

5-1.19 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these Special Provisions.

No partial payment will be made for materials on hand which are furnished but not yet incorporated in the work.

5-1.20 PAYMENT OF WITHHELD FUNDS

The Department will retain ten percent (10%) of the value of each progress payment (excluding mobilization payments) from each progress payment. In conformance with 49 CFR 26.29 the Department will release retention incrementally as follows:

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

Work increments deemed complete by the Engineer under this section do not affect the Contractor's other contractual obligations pertaining to that work, including, but not limited to, the commencement of the warranty period or the Contractor's obligation of maintenance and responsibility for that increment of work. Relief from maintenance and responsibility shall be at the discretion of the Engineer and shall conform to the provisions of Section 7-1.15 "Relief from Maintenance and Responsibility" of the Standard Specifications.

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 California 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.

Funds withheld 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 failure of the Contractor to fulfill a contract requirement.

5-1.21 MEASUREMENT AND PAYMENT

Attention is directed to Section 9, "Measurement and Payment," of the Standard Specifications.

In lieu of Section 11-1.02 items A through E of "Mobilization" of the Standard Specifications, the first monthly payment estimate will be prepared when the Engineer determines that 5% of the contract amount, not including mobilization, has been completed. Subsequent monthly pay estimates shall be made on the same day of the month as the first monthly pay estimate. Work completed in place less than 2 working days prior to the preparation of the monthly pay estimate shall not be eligible for payment until the following month's estimate. The third to last paragraph of Section 11, "Mobilization," of the Standard Specifications shall be amended to read: "The adjustment provisions in Section 4-1.03, "Changes," shall not apply to the contract lump sum item of mobilization."

Measurement shall be in accordance with Section 9 "Measurement and Payment," of the Standard Specifications or these Special Provisions.

5-1.22 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest thirty (30) days after the receipt of an undisputed and properly submitted pay request from Contractor defined herein as the pay estimate prepared by Engineer and approved by the Contract Administrator for the County.
- B. Unpaid extra work bills shall begin to accrue interest thirty (30) days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within seven (7) days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within seven (7) days of performance of the extra work will begin to accrue interest thirty (30) days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be ten percent (10%) per annum.
- D. The rate of interest payable on unpaid and undisputed claims shall be six percent (6%) per annum. Interest shall begin to accrue sixty-one (61) days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to accept the claim statement.

The rate of interest payable on any award in arbitration shall not exceed six percent (6%) per annum in accordance with Public Contract Code Section 10240.13.

5-1.23 PUBLIC SAFETY

Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc.," Section 10-1.03, "Maintaining Traffic," and Section 10-1.04, "Traffic Control Plan," of these Special Provisions.

Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations – Whenever the near edge of which is 12 feet or less from the edge of the lane, except for:
 - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e. Excavations in side slopes, where the slope is steeper than 4:1.
 - f. Excavations protected by existing barrier or railing.

Contractor's attention is directed to Section 10-1.03, "Maintaining Traffic," of these Special Provisions.

2. Temporarily Unprotected Permanent Obstacles – Whenever the Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and Contractor elects to install the obstacle prior to installing the protective system; or whenever Contractor, for its convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Areas – Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the Standard Specifications or these Special Provisions.

The approach end of temporary railing (Type K), installed in accordance with the provisions in this section “Public Safety” and in Section 7-1.09, “Public Safety,” of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, “Temporary Railing (Type K),” of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2006 Standard Plan T3 may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, with one longitudinal No. 5 reinforcing steel bar near the top in lieu of the 2 longitudinal No. 5 reinforcing steel bars near the top, as shown on the plans, may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in “Temporary Crash Cushion Module” elsewhere in these Special Provisions.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications or these Special Provisions:

Approach Speed of Public Traffic (Posted Limit, Miles Per Hour)	Work Areas
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions including furnishing and installing temporary railing (Type K) and temporary crash cushion modules in this section "Public Safety" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.24 TESTING

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions.

Whenever the provisions of Section 6-3.01, "General," of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

5-1.25 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances is not shown on the plans or indicated in the Contract Documents and Contractor encounters materials which Contractor reasonably believes to be asbestos as defined in Section 25914.1 of the Health and Safety Code or a hazardous substance as defined in Section 25117 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, Contractor may continue work in unaffected areas reasonably believed to be safe. Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.26 SOUND CONTROL REQUIREMENTS

Sound control shall conform to these Special Provisions and Section 7-1.011, "Sound Control Requirements," shall not apply.

Sound Level Criteria

The maximum allowable noise exposure shall be as specified in the following table for work within the community types and land use designations as follows:

The work is located in a "Rural Region" with "LDR" land designation.

MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN RURAL REGIONS—CONSTRUCTION NOISE			
Land Use Designation	Time Period	Noise Level (dB)	
		L_{eq}	L_{max}
All Residential (LDR)	7 pm–10 pm	45	55
	10 pm–7 am	40	50

Commercial, Recreation, and Public Facilities (C, TR, PF)	7 pm–7 am	60	70
Rural Land, Natural Resources, Open Space, and Agricultural Lands (RR, NR, OS, AL)	7 pm–7 am	60	70

The noise level requirement shall apply to all equipment on the job or related to the job measured at the affected building facade, including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

As directed by the Engineer, the Contractor shall implement appropriate additional noise mitigation measures, including but not limited to changing the location of stationary construction equipment, shutting off idling equipment, rescheduling Contractor’s 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.

Full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.27 NOT USED

5-1.28 NOT USED

5-1.29 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work.

In any areas visible to the public, the following shall apply:

- A. When practicable, broken concrete, asphalt concrete, and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure’s construction. Debris shall be placed in trash bins daily. Forms or false work that are to be reused shall be stacked neatly concurrently with their removal. Forms and false work that are not to be reused shall be disposed of concurrently with their removal, if applicable.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.30 CONTRACTOR’S RESPONSIBILITY FOR MATERIALS

Contractor shall be responsible for the condition of all materials which it has furnished, and shall replace at its own expense all such material found to be defective or which has been damaged after delivery. This includes the replacement of material which is found to be defective at any time prior to expiration of the guarantee period.

5-1.31 LAKE, STREAM, AND AIR POLLUTION

Contractor’s attention is directed to the Fish and Game Code, El Dorado County Air Quality Management District Ordinances and Regulations, Section 7-1.01G “Water Pollution,” of the Standard Specifications and Section 10-1.24, “Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP),” of these Special Provisions, and other applicable statutes relating to pollution prevention or abatement. Contractor

shall exercise every reasonable precaution to prevent silt, sand or other detritus from entering Lake Tahoe and live streams.

Attention is directed to Rule 300 "Open Burning", Rule 223 "Fugitive Dust - General Requirements", and Rule 223.1 "Fugitive Dust - Construction, Bulk Material Handling, Blasting, and Other Earthmoving Activities and Carryout and Trackout Prevention," of the County Air Quality Management District Rules and Regulations. A valid permit from an El Dorado County Air Quality Management District Officer is required when open burning of wood waste is proposed. A copy of the permit shall be filed with the Engineer prior to any burning.

The Contractor shall comply with applicable State, TRPA, and County Air Quality Management District rules and regulations regarding reduction of construction related impacts on air quality, including the implementation of the following measures:

1. Maintain equipment in tune per manufacturer's specifications.
2. Retard diesel engine injection timing by two or four degrees unless not recommended by manufacturer (due to lower emission output in place).
3. Use reformulated, low-emission diesel fuel, when feasible.
4. Substitute electric and gasoline-powered equipment for diesel where feasible.
5. Use catalytic converters on gasoline-powered equipment.
6. Do not leave inactive equipment idling for prolonged periods (i.e. more than 2 minutes.)

Pursuant to 7 CFR 3016.36(i)(12), Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1875(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15).

Oil, chemical, or greasy substances, cement or cement products originating from Contractor's operations shall not be allowed to enter or be placed where they will later enter streams. Washing of vehicles or construction equipment within the project area shall be in accordance with Sections 5-1.50, "Local, State, and Federal Agencies' Conditions of Approval and Permits," and 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions.

Full compensation for conforming to the requirements in this Section shall be considered as included in the prices for the various contract items of work and no additional compensation will be allowed therefor.

5-1.32 UTILITIES

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities" of the Standard Specifications.

Contractor shall still determine by potholing or other means the exact locations in advance of performing the contract items of work especially placement of the drainage work.

If the Contractor while performing the Contract discovers utility facilities not identified by the Engineer in the Contract Plans or Specifications, the Contractor shall immediately notify the Engineer in writing. The Contractor shall schedule the project so as to allow the Engineer forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, to determine the work to be done when a conflict exists. Owner of the utility facility shall have the sole discretion to perform the repairs or relocation work itself, or to permit the Contractor to do such repairs or relocation work at a reasonable price. In the event that the utility owner permits the Contractor to perform the work, the work will be paid for by the County, via Force Account Change Order. Compensation to the Contractor for said cost shall be in accordance with Section 4215 of the Government Code and with Section 9-1.03, "Force Account Payment," of the Standard Specifications.

Nothing herein shall be construed to require the Utility Owner to locate the presence of any existing services not expressly included in Government Code Section 4215, nor limit the Owner's rights or remedies set forth therein.

The Contractor shall protect from damage existing utility and other non-highway facilities that are to remain in place. This protection may consist of shoring an existing utility. Damage due to Contractor's failure to exercise reasonable care shall be repaired at its cost and expense.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six (6) inches (150 mm) in diameter or pipelines operating at pressures greater than 60 psi (415 kPa) (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) business days, but not more than fourteen (14) days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert	1-800-642-2444

The Contractor shall determine the exact location of existing underground utilities in conflict with the excavation by excavating with hand tools within the area of the approximate location of the underground utility as determined by the field marking provided in accordance with Section 4216.3 of the Government Code before using any power-operated or power-driven excavating or boring equipment within the approximate location of the underground utilities. Power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no existing underground utilities contained in the pavement. If mutually agreeable with the utility company and Contractor, Contractor may utilize power-operated or power-driven excavating or boring equipment within the approximate location of the underground utilities and to any depth.

Contractor shall notify the following listed utility companies forty-eight (48) hours in advance of doing any work at the site of the project:

Underground Service Alert

Phone: 1-800-642-2444

**NV Energy
(formerly Sierra Pacific Power Company)**

Attn: Jeff Matthews
933 Eloise Avenue
So. Lake Tahoe, CA 96150
(530) 541-1949 ext. 1
FAX (530) 544-4811

**South Tahoe Public Utility District
(water & sewer)**

Attn: Randy Curtis
1275 Meadow Crest Drive
So. Lake Tahoe, CA 96150
(530) 544-6474 or Emergency or after hours
at (530) 544-4964
FAX (530) 544-6359

**AT&T
(telephone)**

Attn: Carol Prince, PW Mgr.
12824 Earhart Avenue
Auburn, CA 95602
(530) 888-2031
FAX (530) 823-6041

**Charter Communications
(cable)**

Attn: Vic Freeman / Dan Brown
P.O. Box 11019
Zephyr Cove, NV 89448
(775) 588-1077
FAX (775) 588-0508

**Southwest Gas Corporation
(natural gas)**

Attn: Chris Peters
1740 D Street, Unit No. 4
South Lake Tahoe, CA 96150
(530) 543-3225

Full compensation for working around said facilities, performing any necessary potholing and coordination of facility relocation shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefor.

5-1.33 NOT USED

5-1.34 NOT USED

5-1.35 NOT USED

5-1.36 NOT USED

5-1.37 FINAL INSPECTION AND ACCEPTANCE OF CONTRACT

Section 7-1.17, "Acceptance of Contract," of the Standard Specifications is amended to read:

When the Engineer has made the final inspection and determines that the contract work has been completed in all respects in accordance with the plans and specifications, the Engineer will recommend to the Board of Supervisors that the contract be accepted and the Notice of Acceptance be recorded to accept the contract, and immediately upon and after the acceptance by the Board of Supervisors, notwithstanding Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and the Contractor will not be required to perform any further work thereon except work required under "Guarantee," of these Special Provisions; and the Contractor will be relieved of the responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the Board of Supervisors.

5-1.38 NOT USED

5-1.39 ACCESS FOR INSPECTION OF WORK

Representatives of County, Engineer, USFS, Lahontan, CTC, TRPA, Southwest Gas, STPUD, AT&T, **NV Energy**, and Charter Communications shall, at all times, have full access for inspection and testing of the work accomplished under this contract and Contractor shall provide proper and safe facilities for such access.

5-1.40 STORAGE OF EQUIPMENT, MATERIALS, SUPPLIES, ETC.

Attention is directed to the provisions of Section 6-1.03, "Storage of Materials," of the Standard Specifications, and Sections 5-1.19 "Public Safety," 10-1.01, "Order of Work", 10-1.03, "Maintaining Traffic," and 10-1.04, "Traffic Control Plan," of these Special Provisions.

Sheets EC-1 and T-1 of the Plans shows the following staging areas that Contractor may use for storage of equipment, materials, and supplies.

- 1) Approximately xxx SF at the driveway entrance into xxx Ave.**
- 2) Approximately xxx SF on xxx Street.**

Contractor's attention is directed to Section 4-1.02, "Construction Schedule and Work Hours," of these Special Provisions regarding work hours. These hours apply to working on or starting up equipment in these storage areas.

Contractor has the option of storing equipment and materials on private property after first obtaining written authorization from the property owner and filing a copy of said authorization with the Engineer. Contractor shall be responsible for appropriate security of all storage areas to protect property and persons.

Attention is directed to Sections 10-1.01 "Order of Work", 10-1.10 "Excavation and Grading," 10-1.24 "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," and Bid Items "Install and Maintain Filter Fence", and "Install and Maintain Weighted Fiber Rolls or Gravel-filled Rolls," of these Special Provisions.

5-1.41 COORDINATION WITH PROPERTY OWNERS

County has obtained a special use permit for parcels owned by USFS for access and construction shown on the Plans and indicated in these Special Provisions.

Contractor shall communicate with property owners to all extent possible to inform them of access construction operations.

The following work is related to obtaining easements within the timeframe of the Contract. If County is not successful in obtaining the permanent and temporary construction easement(s) for the Contract work described herein, the item(s) of work will then be deleted. Contractor cannot perform the work until the easement has been finalized. Engineer will provide written notification to Contractor when easement(s) have been finalized

SHEET	APN	PROPERTY OWNER	EASEMENT TYPE	DESCRIPTION OF WORK

The conditions of the agreements with property owners, permits and any temporary construction easements are made a part of these Special Provisions, and no additional compensation will be due to Contractor for complying with those conditions or in obtaining any required permits.

5-1.42 SAFETY AND HEALTH PROVISIONS

Attention is directed to the Standard Specifications Section 7-1.06, "Material Breach," and these Special Provisions.

In addition to other specifications, definitions and provisions, Contractor is also hereby categorized and designated as the following types of employer for this project:

- **Exposing Employer** – the employer whose employees are exposed to a hazard
- **Creating Employer** – the employer who actually is creating a hazard
- **Controlling Employer** – the employer who is responsible and who has the authority for ensuring that a hazardous condition is corrected
- **Correcting Employer** - the employer who has the responsibility for actually correcting a hazard

Contractor’s Safety Officer(s) shall be certified as a competent person for controlling this project’s workplace safety. A Contractor’s Safety Officer shall be on the site, at a minimum, each and every day that work is in progress or periodically when work is not active and shall have the authority to correct any safety violation. In addition, Contractor is required to develop a Safety Program specifically for this project, which will be available on site, at all times, and updated periodically during the project.

5-1.43 ARCHAEOLOGICAL DISCOVERIES

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5;
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99;
3. California Administrative Code, Title 14 § 4308;
4. California Penal Code, Part 1, Title 14 § 622-1/2; and,
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5.

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site;
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground; or,
3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods.

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments;
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt;
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls;
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors; or,
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking.

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives Contractor written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, Contractor will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefor.

5-1.44 EMPLOYEE CHEMICAL EXPOSURES

Contractor shall provide, directly to the Engineer, Material Safety Data Sheets conforming to all requirements of Title 8, California Code of Regulations, Section 5194. Only if applicable Contractor may instead provide a statement to the effect that any given substance is exempt from these regulations. This requirement shall be met a minimum of five (5) working days before any chemical substance is brought onto the premises where County Employees are present. Contractor shall cooperate with County's effort to communicate substance

hazards to its employees and to provide them with a safe and healthy workplace. As appropriate, Contractor may be required to acknowledge in writing that it has received Material Safety Data Sheets and County's departmental rules and procedures for safety around chemical substances which may be present on County premises.

5-1.45 DISPOSAL OF WATER

It shall be the responsibility of Contractor to dispose of all water resulting from this work, according to all local, state, and federal agencies standards and requirements.

5-1.46 UTILITIES REQUIRED BY CONTRACTOR

Except as set out otherwise herein, all water, electric current, telephone, and/or any utility service, including portable sanitary facilities, required by Contractor during construction shall be furnished at its own expense.

5-1.47 CONSTRUCTION INSPECTION AND CONTRACT ADMINISTRATION

Resident construction inspection and contract administration will be performed by the County of El Dorado, Department of Transportation, under the supervision of Steve P. Kooyman, P.E. (Resident Engineer), or successor and with approval of contract change orders, claims processing, and payment review by Steve P. Kooyman, P.E. (Project Manager) or successor, and preparation of contract change orders, claims processing, and pay estimates by Steve P. Kooyman, P.E. (Contract Administrator), or successor. 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 shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 7 CFR 3016.40(c). Information to be supplied by Contractor shall be reported to County on an as requested basis.

5-1.48 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Section 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the Project and are open to public traffic, Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve Contractor or any person from the duty of exercising due care. Contractor shall take all necessary precautions for safe operation of Contractor's equipment and the protection of the public from injury and damage from Contractor's equipment.

5-1.49 SITE INVESTIGATION AND REPRESENTATION

Contractor and its Subcontractor(s) acknowledge that they have satisfied themselves as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation; disposal of materials, handling, and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; and all other matters which can in any way affect the Work or the cost thereof under this Contract.

Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of the surface and subsurface materials to be encountered from inspecting the site, as well as from information presented by the plans and specifications made a part of the Contract. Any failure by Contractor to acquaint itself with all the available information or obtaining any additional information deemed necessary, will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the work.

Contractor warrants that as a result of its examination and investigation of all the aforesaid data that it can perform the work in a good and workmanlike manner and to the satisfaction of County. County assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of

this Contract, unless: (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by County.

The submission of a Proposal shall be conclusive evidence that Contractor and its Subcontractor(s) have investigated and are satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the contract documents.

5-1.50 ASSIGNMENT OF ANTITRUST ACTIONS

Contractor's attention is directed to the following provisions of Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to Contractor and its subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract the contractor or subcontractor offers and agrees to assign 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 the 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 this chapter, 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 this part 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."

5-1.51 PERSONAL LIABILITY

Neither the Director, the Engineer nor any other officer or authorized employee of the State of California nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the contract.

5-1.52 SAFETY PROVISIONS

Reference is hereby made to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications concerning safety provisions by Contractor.

Contractor shall note the following directive from the Division of Occupational Safety & Health (DOSH):

"Construction Safety Order Section 1592 and General Industry Safety Order Section 3706 require an acceptable automatic backup alarm to sound immediately upon backing. Warning devices such as wheel-mounted bell types (ding-dongs) normally sound on a quarter revolution of the wheel. These units do not meet the immediate sounding requirements of these orders and are not acceptable in California. Electronic warning devices which begin to sound as soon as the machine is put into reverse not only will meet this requirement, but have the added advantage of sounding even before actually backing."

In addition, Contractor should take particular note of Section 1592, "Warning Methods," of the Construction Safety Orders, Cal-OSHA.

5-1.53 CERTIFICATES OF COMPLIANCE

Attention is directed to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and these Special Provisions.

Certificates of Compliance are required for the following materials:

Evidence for steam cleaning of construction equipment
Articulated Concrete Block
Asphalt Concrete (Alternative 1 or 2)
Class 1 Types A and B Permeable Material
Portland Cement
Portland Cement Concrete
Concrete Curing Compound
Galvanizing Repair Material
Grout
High Density Polyethylene (HDPE) Pipe
Class 2 Aggregate Base (3/4" max.)
Humus
Mulch
Tackifier
All Signing and Delineation Products Used in the Work
Slurry Cement Backfill
Weighted Fiber Rolls or Gravel-filled Rolls for ST Protection
Filter Fabric
Filter Fabric for Filter Fence
Rice Straw Fiber Rolls
Erosion Control Blanket
Turf Reinforcement Mat

Contractor shall submit all Certificates of Compliance within ten (10) working days of the contract start date noted in the Notice to Proceed, or within three (3) working days before the materials are to be used, whichever is sooner. The provisions of Sections 4-1.03, "Contractor Submittals," and 4-1.04, "Pre-Construction Conference and Weekly Meetings," of these Special Provisions regarding submittals shall apply.

5-1.54 LOCAL, STATE, AND FEDERAL AGENCIES' CONDITIONS OF APPROVAL AND PERMITS

Attention is directed to the following items:

1. California Regional Water Quality Control Board, Lahontan Region, Board Order No. _____, dated _____. (See Appendix D)
2. Tahoe Regional Planning Agency Permit, No. *(not available at print date)*. (See Appendix E)
3. USDA Forest Service Special Use Permit, Authorization ID: _____. (See Appendix F)
4. US Army Corps of Engineer General Permit No. 16. (See Appendix G)

County will obtain all permits above prior to bid opening and will provide copies to all Contract Document Holders.

Contractor shall comply with the conditions of the permits where applicable and shall comply with the regulations and conditions of the TRPA and Lahontan. All fines levied against County due to Contractor's action or inaction shall be paid by Contractor.

Contractor shall procure at its own expense all permits, licenses, and insurance policies not already obtained by County as may be necessary to comply with Federal and State laws associated with the performance of the Work.

These shall include but are not limited to the following:

- Timber Operator's license as specified in Section 10-1.27, "Timber Removal Practices," of these Special Provisions.
- Water Truck Permit from STPUD.

5-1.55 DUST AND TRACKING CONTROL

The following requirements shall be applicable to this Contract in addition to the requirements of Section 10, "Dust Control," of the Standard Specifications.

Dust Control

Contractor shall provide an acceptable plan for preventing the generation of dust due to its operations in the construction zones, along the haul or traveled routes, or in equipment parking zones. Contractor's Dust Control Plan and daily dust control operations shall not conflict with requirements of any agency having jurisdiction in the project area. Contractor is required to have a water truck on site at all times during construction.

At the end of each day's work and as necessary during the work day, Contractor shall wet down the construction area to control dust. On days that Contractor is not working, it shall take such action as may be required to prevent the generation of dust within the project area if it is deemed necessary by the Engineer.

In the event the control of dust is not satisfactory to the Engineer, the Engineer shall take such measures as may be necessary to insure satisfactory dust control and shall deduct the cost of those measures from any payments due Contractor.

Dust shall be controlled through a combination of sweeping and use of the water truck. **Dust control is a temporary erosion control measure or Best Management Practices (BMP). A fine of \$100/day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to implement this temporary erosion control measure.**

Tracking Control

Tracking of sediment onto public streets shall be minimized by a combination of road sweeping and use of tire wash areas designated on the Plans during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris. Tracking control applies to streets within the project area as well as to streets adjacent to the project area that have the potential to be impacted by tracking from the project construction.

Affected streets shall be swept a **minimum of three (3) times daily** (e.g. mid-morning, mid-afternoon, and at the end of the day) during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris.

Tracking control is a temporary erosion control measure or BMP. A fine of \$100/day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to implement this temporary erosion control measure.

The costs associated with installing, maintaining, and removing the Tire Wash Area on Pavement shall be included in the Item "Install and Maintain Tire Wash Area on Pavement." The costs associated with sweeping and disposing of the swept material shall be included in the Item "Sweeping."

Contractor shall post a publicly visible sign at the staging areas shown on Sheets EC-1 and T-1 of the Plans. The visible sign shall contain the Contractor's telephone number and name of person to contact for complaints and/or inquiries on dust control and other air quality problems resulting from construction activities.

Full compensation for conforming to the requirements in this section pertaining to using the water truck for dust control, using the tire wash area, cleaning equipment/vehicles, and providing the Contractor contact information sign shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.56 SPILL CONTINGENCY PLAN

Contractor shall provide the information requested in Appendix B, Spill Contingency Plan, of the Storm Water Pollution Prevention Plan within five (5) working days of receipt of Notice to Proceed. This Spill Contingency Plan is included in Appendix B of these Special Provisions.

Full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

5-1.57 CONSTRUCTION STAKING

The Surveyor will furnish one (1) set of construction stakes as set forth below and Contractor shall be solely responsible for the maintenance and protection of the survey stakes or marks, once set, in accordance with the provisions of this section. Any additional stakes or marks requested and any replacement of stakes or marks shall be set by the Surveyor at Contractor's expense. The Surveyor will provide Contractor with copies of the staking cut sheets, when applicable. The construction staking furnished by the Surveyor will be as outlined below, unless otherwise agreed to by the Surveyor and Contractor at the pre-construction meeting. Where site constraints do not allow for staking to be placed as specified herein, other staking configurations will be agreed upon by the Surveyor and Contractor at the pre-construction meeting or when the staking request is submitted.

1. Tree removal – All trees to be removed will be conspicuously marked by the Engineer of the Surveyor for removal with an X, or other agreed upon marking.
2. Sediment Traps (ST) – One set of double offset stakes (two stakes total) will be set for each structure. The stakes will be set sufficient for Contractor to determine location, orientation, and grade of each structure. Due to the nature of the design and to site conditions, the offset locations will be agreed upon by the Surveyor and Contractor at the pre-construction meeting. The closer of the offset stakes to sediment traps will be marked with grades to all Invert Elevations of pipes and structure (IEs), Window Invert Elevations (WIs), and to Rim or Grate (TG), as applicable. The farther offset will be marked with an elevation and is to be used for line only.
3. Storm Drain Pipe and Culvert – All grade breaks will be staked with one offset (at a distance to be agreed to by the Surveyor and Contractor) perpendicular from the line at the grade break and graded to flowline of the pipe. Except for runs containing grade breaks, storm drain pipe will not be staked on runs shorter than 50'. On short runs, the pipe is to be placed based upon the staking of the drainage structures. For runs greater than 50', one offset (at a distance to be agreed to by the Surveyor and Contractor) perpendicular from the line at the midpoint will be set and graded to flowline of the pipe. Curved pipe will be staked at 50' intervals for curves with radius greater than or equal to 500', and at 25' intervals for curves with radius less than 500'. For Angle Points (AP), one set of double offset stakes (two stakes total) will be set. The closer of the offset stakes will be graded to flowline of the pipe at the AP and the farther offset stake will be set for line only.

4. Channels, Swales, and Porous Pavement – One set of single offset stakes will be set at 5' from centerline of channel or Porous Pavement at 50' intervals and at grade breaks. The stakes will be graded to the finished surface at the flowline of the channel or the CL of the Porous Pavement. For Angle Points (AP) and Curve Points (B.C./E.C.), one set of double offset stakes (two stakes total) will be set. The closer of the offset stakes will be graded to flowline or CL of Porous Pavement at the B.C, E.C and AP, and the farther offset stake will be line only.
5. Filter Fence, Wooden Tree Trunk Protection, and Construction Limit Fence – Stakes for these items will be provided only when these items are shown on the Plans. One set of stakes for horizontal control will be provided at 50' intervals and at angle points. For Wooden Tree Trunk Protection, the trees will be marked with flagging marked "TREE PROTECTION."
6. Benchmark – Elevations of the Surveyor's control points will be provided to Contractor on the Survey Control Sheet. In the event that the control points are not in usable positions for Contractor, the Surveyor will set up to four (4) temporary benchmarks throughout the project, at locations to be agreed upon by the Surveyor and Contractor.
7. Rock Dissipator and Rock Slope Protection – For Rock Dissipator one set of double offset stakes (two stakes total) will be set for horizontal and vertical control. The closer of the two stakes will be graded to top of rock and the farther of the two stakes will be line only. For rock slope protection, one set of double offset stakes (two stakes total) will be set at the beginning and end depending on the length of rock slope protection, stakes will be provided at 50' intervals on tangent sections, 25' intervals on curves, and at E.C.s, B.C.s., and APs.
8. AC Pavement Removal – Removal limits, as indicated on the plans, will be clearly marked with paint.
9. AC Paving – Where there is sawcut with existing retained pavement within the roadway, no stakes will be provided. The Contractor will pave to the existing sawcut per the appropriate plan detail. Where paving limits are not bounded by an existing sawcut, stakes will be provided to delineate pavement edge and will be graded to finish surface.
10. Tire and Concrete Wash Areas – Will be delineated by the Engineer or the Surveyor.
11. Guardrail – One set of single double offset stakes (two total) will be provided for horizontal control at the beginning and ending of the Terminals a distance agreed to by the surveyor and contractor from back of guardrail support blocks. The rest of the guardrail is to be set at a distance of 0.5 feet from the edge of the Bike Path to the back of guardrail support blocks.
12. Bike Path – One (1) set of single offset stake will be set from CL of bike path for vertical and horizontal at 50' intervals, at grade breaks, EVCs, and BVCs. The stakes will be graded to finished surface of the CL bike path. For Angle Points (AP) and Curve Points (B.C./E.C.), one set of double offset stakes (two stakes total) will be set. The closer of the offset stakes will be graded to finished grade of bike path CL at the B.C, E.C and AP, and the farther offset stake will be line only.
13. Revegetation Limits – Paint or flagging for horizontal control. Areas will be marked in the filed by Engineer or Surveyor.

In order to match existing conditions, dimensions and elevations in the field may vary from those shown on the Plans. Any such field changes will be with the approval of the Engineer or Surveyor, and Contractor will be notified of such changes.

Surveying provided will not, nor is intended to, supplant or supplement any layout work normally provided by Contractor. Contractor is advised that it shall furnish personnel and equipment necessary to perform any additional layout for construction purposes that it may require.

All stakes and survey markers will be conspicuously marked with flagging and/or paint. It will be the obligation of Contractor to inform its employees and subcontractors of the importance of their preservation. The Surveyor has placed control monuments necessary for the work. Contractor is specifically advised that it shall be its sole responsibility to protect and maintain all stakes and monuments from destruction by any source. In the event that one or more of the stakes are damaged or destroyed, the Surveyor will replace the stakes at Contractor's expense. If a control point cannot be preserved, Contractor shall give the Surveyor sufficient notice (i.e. 48 hours excluding Saturdays, Sundays, and Holidays) to place alternate control points in the immediate vicinity before the original point(s) is (are) destroyed.

Contractor shall give the Surveyor not less than two (2) full working days (i.e. 48 hours excluding Saturdays, Sundays, and Holidays) notice for each staking order, and a minimum staking order shall be not less than a full day's work as determined by the Surveyor. Timeliness of surveying services will not be guaranteed without written notice submitted to the Surveyor not less than two (2) working days prior to the day staking is needed. County will supply Contractor with staking request forms.

Contractor and its subcontractor shall insure that existing property survey monuments and markers that are not designated to be removed will not be impacted by construction activities. Any right-of-way or property corner monuments, not designated to be removed per the Plans or as directed by Engineer, disturbed or destroyed by Contractor shall be replaced, at Contractor's expense, by a Professional Land Surveyor registered in the State of California in accordance with Business and Professions Code Sections 8700 et seq. Contractor shall also ensure that a Corner Record or Record of Survey is prepared and submitted as required by the Professional Land Surveyors Act, at Contractor's expense, to County Surveyor's office to document this replacement. A copy of the approved Corner Record or Record of Survey shall be submitted to the Engineer or Surveyor. County may retain Two Thousand Dollars (\$2,000.00) of the ten percent (10%) retention money withheld for each Corner Record and/or Record of Survey, until the documentation specified above is provided. Since the project is funded by grants with a finite term, should the grants expire before Contractor provides proof of the submittal, Contractor shall forfeit the amount retained.

5-1.58 NOT USED

5-1.59 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The subcontractors listed by Contractor in the Proposal shall perform the work and supply the materials for which they are listed, unless Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Contractor shall notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

5-1.60 COPYRIGHTS, TRADEMARKS, AND PATENTS

This project will be funded, in part, with federal funds. The USFS and USDOT reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

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

5-1.61 ENERGY CONSERVATION

Pursuant to 7 CFR 3016.36(i)(13) Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

5-1.62 SOLID WASTE DISPOSAL AND RECYCLING PLAN

Section 14-10.01 "Solid Waste Disposal and Recycling" of the Amendments to the Standard Specifications does not apply to this contract.

Full compensation for conforming to the provisions in this section "Solid Waste Diversion and Recycling Plan" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 6. (NOT USED)

SECTION 7. CONTRACTOR'S INSURANCE

7-1.01 GENERAL INSURANCE REQUIREMENTS

Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, independent contractors liability. This insurance can consist of a minimum One Million Dollars (\$1,000,000.00) primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) is required in the event motor vehicles are used by Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000.00).
5. Explosion, Collapse and Underground (XCU) coverage is required when the scope of work includes XCU exposures. For the purpose of this contract, XCU coverage is required.

7-1.02 PROOF OF INSURANCE REQUIREMENTS

1. Contractor shall 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 Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers; the California Tahoe Conservancy (CTC) and CTC's officers, officials, employees, and volunteers; and agencies of the federal government, its officers, officials, employees, and volunteers are

included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability, automobile liability and excess liability policies. Proof that County, CTC, and agencies of the federal government are named additional insureds shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County, CTC, and agencies of the federal government as additional insureds.

3. In the event Contractor cannot provide an occurrence policy, Contractor shall 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.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado and any other additional insured listed above as additional insureds.

7-1.03 INSURANCE NOTIFICATION REQUIREMENTS

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado Contract Services Unit at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA, 95667.
2. Contractor agrees that the insurance required herein shall 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, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails 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.

7-1.04 ADDITIONAL STANDARDS

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

7-1.05 COMMENCEMENT OF PERFORMANCE

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

7-1.06 MATERIAL BREACH

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

7-1.07 REPORTING PROVISIONS

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

7-1.08 PRIMARY COVERAGE

Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers; CTC, its officers, officials, employees and volunteers; and agencies of the federal government, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

7-1.09 PREMIUM PAYMENTS

The insurance companies shall have no recourse against the County of El Dorado, CTC, the State of California and their officers, agents, employees, agencies of the federal government or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

7-1.10 CONTRACTOR'S OBLIGATIONS

Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

7-1.11 GOVERNING PRECEDENCE

To the extent that this Section 7, "Contractor's Insurance," is inconsistent with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications May 2006, this Section shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Contract.

SECTION 8. MATERIALS

8-1.01 BUY AMERICA REQUIREMENTS

For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, material produced outside the United States may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

Caltrans maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of

products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroflective With Abarasion Resistant Surface (ARS)

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARS (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroflective With Abarasion Resistant Surface (ARS)

(For recessed application only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 ARS (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Retroflective, 4-inch round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Filtrona Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Filtrona Extrusion, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Filtrona Extrusion, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MF-180EX-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3

6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series

Lane Separation System

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb

CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. Traffix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

OBJECT MARKERS

Type "K", 18-inch

1. Filtrona Extrusion, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "K-4" / "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Filtrona Extrusion, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Filtrona Extrusion, "Mini" (3" x 10")
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"

4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Filtrona Extrusion, Model PCBM T-16
2. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series

2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

SPECIALTY SIGNS

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Intoplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs Only

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350

8-1.03 TEST METHODS

Whenever a reference is made in the specifications to any of the California Test numbers specified below,

the corresponding ASTM Designation or AASHTO Designation test may be used to determine the quality of the work or materials. The latest edition of each standard test method shall be used.

California <u>Test</u>	ASTM <u>Designation</u>	AASHTO <u>Designation</u>
231	D 2922	T 238(a)
203	D 422	T 88
204	D 4318	T 89 and T 90
504	C 231	T 152
518	C 138	T 121
521	C 39	T 22
523	C 293 and C 78	T 177 and T 97
533	C 360	-----
211	C131 and C 535	T 96

Note: When ASTM Designation: D 2922 or AASHTO Designation: T 238 is used, the frequency and real distribution of such tests shall comply with the requirements specified in California Test 231. For each determination of relative compaction by ASTM test methods, laboratory compaction tests per ASTM Designation: D 1557 shall be performed, except when the use of previous laboratory maximum dry unit weights are allowed. Previous laboratory maximum dry unit weights may be used to determine relative compaction if the material, as determined by the Engineer, is from the same general excavation or plant source and has the same visual characteristics of color, gradation, and soil classification as the previous laboratory maximum dry unit weights.

8-2.00 FREEZE-THAW REQUIREMENTS

Aggregates proposed for use in Portland Cement Concrete and precast Portland Cement Concrete products shall pass the freezing and thawing test, as specified in Section 90-2.02, "Aggregates," of the Standard Specifications and these Special Provisions.

A list of sources of aggregates which have previously passed the freeze-thaw test is available at the Caltrans District Office at 703 "B" Street, Marysville, California 95901.

Contractor's attention is directed to the fact that California Test 528, "Test for Freeze-Thaw Resistance of Aggregates in Air-Entrained Concrete," does not include procedures that determine compliance of the aggregates with the other requirements of the Plans and Specifications.

The mortar strength of fine aggregate relative to the mortar strength of Ottawa sand shall be 100%, minimum, as determined by California Test 515.

Unless a higher cement content is otherwise required, the minimum cement content for all Portland Cement Concrete and for all precast Portland Cement Concrete products shall be 590 pounds per cubic yard.

An air-entraining admixture conforming to the requirements in Section 90-4, "Admixture," of the Standard Specifications shall be added to the concrete at the rate required to result in an air content of 5 ½% ± 1 ½% in the freshly mixed concrete, unless a different air content is specified elsewhere in these Special Provisions.

SECTION 9. DESCRIPTION OF WORK

Work to be done is shown on the Plans, and generally consists of, but is not limited to the construction of erosion control improvements including sediment traps, culverts, infiltration basins, Fortune Way, Del Norte Street, Cold Creek Trail, Copper Way, and Alice Lake Road. Other items or details not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed, or installed.