

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

SPECIFICATIONS

FOR

**SB-1 Roadway Reconstruction Project Bentley Road and
Warnerville Road
Contract No. 9636**

BOARD OF SUPERVISORS

Kristen Olsen	District No. 1
Vito Chiesa	District No. 2
Terry Withrow, Vice Chairman	District No. 3
Dick Monteith	District No. 4
Jim DeMartini, Chairman	District No. 5

**Jody Hayes, Chief Executive Officer
David A. Leamon, Interim Public Works Director**

**The Specifications contained herein have been prepared by or under the direction of
the following registered engineer.**



Approved By:


Nathaniel Tumminello, P.E.

Bid Opening Time and Date: 2:00 p.m., September 5, 2018

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

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**COUNTY OF STANISLAUS
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PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road. Estimated Construction cost for this project is less than \$3,203,000. The work to be accomplished includes pavement rehabilitation on Bentley Road from Paterson Road to Milnes Road and Warnerville Road from Tim Bell Road to Crabtree Road..

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com. Paper copies are available from Modesto Reprographics. Call (209) 544-2400 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to tumminellon@stancounty.com or fax your questions to (209) 541-2509, Attn: Nate Tumminello.

Bid forms are provided in the Section titled "Bid Proposal". Bids shall be submitted in a sealed envelope and plainly marked "**Bid Proposal for SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road**". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6700, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 p.m., **September 12, 2018**, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Room 6709 and read by the Clerk of the Board after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
Project Advertisement	August 7, 2018
Last Day Contractors Clarification Requests	September 6, 2018
Issuance of Addendum (if required)	September 7, 2018
Bid Opening	September 12, 2018
Board Approval of Contract	October 9, 2018
Notice to Proceed	October 19, 2018

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements prescribed.

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

Other such items and details not mentioned herein that are required by the Plans, Standard Specifications or Special Provisions shall be performed, placed, constructed or detailed.

A pre-construction conference shall be required prior to the "Notice to Proceed".

The contractor shall possess a Class A License from the time this contract is awarded through contract acceptance.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART II - INFORMATION FOR BIDDERS

1. DATE AND PLACE FOR OPENING PROPOSALS

Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders", they will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

2. PRINTED FORM OF PROPOSALS

All proposals must be made upon the blank proposal as included in PART III - PROPOSAL, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: **"Proposal for the SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road"** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6700, Modesto, California, 95354. No bid may be withdrawn within Sixty (60) days after time of opening.

3. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should the bidder be in doubt as to their meaning, it shall at once notify the Engineer in writing who may send a written instruction to all bidders.

4. ACCEPTANCE OR REJECTION OF PROPOSALS

The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse its license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse its address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and its bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board. Bidder must not be on Caltrans no bid list. Any proposal that does not comply with Section 410(a)(1) Public Contract Code (PCC) may be rejected.

5. CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND

All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days after the issuance of the Notice to Proceed.

6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT

Within ninety (90) days after the opening of the bid proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a bid proposal. The acceptance of a bid proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Article SC-08. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

7. MANDATORY PRE-BID MEETING AND SITE VISIT – NOT APPLICABLE**8. BID PROTEST**

Any Bid protest must be submitted in writing to the County's offices (Attention: Linda Allsop), before 5:00 p.m. of the tenth (10) day following posting on the official bulletin board of the Clerk of the Board of Notice of Intent to Award for Construction. Time will be determined by County staff using the official clock of the Clerk of the Board. County will use reasonable efforts to deliver by facsimile a copy of Notice of Intent to Award for Construction to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest must contain a complete statement of the basis for the protest.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code

Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

9. WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Information to Bidders, only by written request for the withdrawal of Bid filed with the County at the County's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below:

1. Submit the following documents to County by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by County depends upon approval of these documents, and any other document identified in County's Notice of Award:
 - a. Agreement: To be executed by successful Bidder. Submit four originals, each bearing an original signature.
 - b. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Performance Bond. Submit one original.
 - c. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Labor and Materials Payment Bond. Submit one original.
 - d. Insurance certificates and endorsements required by Special Conditions Article SC-15, INSURANCE. Submit one original set.
 - e. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Escrow Bid Documents.
 - f. The Guaranty in the form set forth in Guaranty. Submit four originals, each bearing an original signature.
 - g. Any other item described in Notice of Award (if any).
2. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
3. The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has

abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the Special Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

11. DETERMINATION OF LOW BIDDER

Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

12. TIME FOR BEGINNING AND COMPLETING THE WORK

The Contractor shall commence work within five (5) calendar days after the date of the Notice to Proceed, and shall complete the work within **forty (40) working days**. The date of the Notice to Proceed shall constitute the first working day.

13. PRICES

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

14. INTERPRETATION OF ADDENDA

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing at least seven (7) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: Nate Tumminello, 1716 Morgan Road, Modesto, California 95358.

15. RIGHT TO MAKE CORRECTIONS

The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

16. SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

17. CONSTRUCTION PAYMENT BOND & LABOR AND MATERIALS BOND SURETY

A surety insurer admitted in the State of California by the Department of Insurance shall execute Construction Payment Bond and Construction Labor and Materials Bond. County shall verify Surety's admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County Clerk confirming that Surety is an admitted insurer. County shall attach such verification to Construction Payment Bond and Construction Labor and Materials Bond.

18. CONFORMED CONSTRUCTION DOCUMENTS

Following Award of Contract, County may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which shall, failing objection, constitute the approved set of Contract Documents.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART III - PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road

NAME OF BIDDER: _____

BUSINESS P.O. BOX: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

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

CITY, STATE, ZIP: _____

TELEPHONE NO: (_____)
Area Code

FAX NO: (_____)
Area Code

CONTRACTOR LICENSE NO.: _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all 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 that 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 unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item 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 Item Total.

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. Cent 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 in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS 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 the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares 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 he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the 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 he will take in full payment therefore the following prices, to wit:

CONTRACTOR'S BID SHEET

SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road

ITEM NO.	SP NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-02	Mobilization	1	LS		
2	SP-03	Water Pollution Control	1	LS		
3	SP-07	Lead Compliance Plan	1	LS		
4	SP-08	Temporary Traffic Control	1	LS		
5	SP-08	Portable Changeable Message Signs	6	EA		
6	SP-11	Cold Plane Asphalt Concrete Pavement	5,750	SF		
7	SP-12	Full Depth Reclamation W/ Lithtec Stabilization-Warnerville	620,400	SF		
8	SP-13	Full Depth Reclamation W/ Cement Stabilization-Bentley	406,362	SF		
9	SP-14	Polymer Modified Asphaltic Emulsion	230	TN		
10	SP-14	1/4" Crushed Aggregate Chips	700	TN		
11	SP-14	3/8" Crushed Aggregate Chips	1,050	TN		
12	SP-15	Hot Mix Asphalt (Type A)	8,500	TN		
13	SP-17	Thermoplastic Striping (Detail 6)	4,359	LF		
14	SP-17	Thermoplastic Striping (Detail 19)	4,800	LF		
15	SP-17	Thermoplastic Striping (Detail 22)	35,886	LF		
16	SP-17	Thermoplastic Striping (Detail 27b)	93,150	LF		
17	SP-17	Thermoplastic Striping (Detail 27c)	60	LF		
18	SP-17	Thermoplastic Striping (Detail34a)	1,500	LF		
19	SP-17	Thermoplastic Pavement Markings	581	SF		
20	SP-18	Shoulder Backing - Bentley	2,050	TN		
21	SP-19	HMA Dike (Type "E") Paint White	600	LF		
TOTAL PROJECT COST:						

(SIGNED) _____ Date: _____

Note: All line items must have an entry placed in its appropriate box, and this form must be signed in ink for the bid to be accepted as complete.

ADDENDUM SHEET

SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road

<u>ADDENDUM</u>	<u>DATED</u>	<u>DATE RECEIVED</u>	<u>INITIALS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor _____

Address _____

Phone () _____ Fax () _____

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List," of the Standard Specifications. Photocopies of this form may be used for additional subcontractors.

Subcontractor:	License #	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

BID DOCUMENTS REQUIRED AT BID OPENING

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors List
- Insurance Requirements Acknowledgement
- Equal Employment Opportunity Certification (for Contractor and each Subcontractor)
- Non-Discrimination of Individuals with Disabilities
- Noncollusion Affidavit
- Public Contract code
- Debarment and Suspension Certification
- W-9 Form
- Proposal Signature Sheet
- Bidder's Bond

EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

Reporting

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

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.
_____ Exempt from WC – I am exempt from providing workers' compensation coverage as
required under section 1861 and 3700 of the California Labor Code.

See Insurance

I acknowledge the insurance requirements listed above.

Requirements

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

Acknowledgement

For CEO-Risk Management Division use only

Exception: Builders Risk (Course of Construction) is waived for this project. 30-day notice of Cancellation will be the contractors responsibility.

Approved by CEO-Risk Management Division: Kevin White Date: 12/1/2017

INSURANCE REQUIREMENTS ACKNOWLEDGEMENT

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance. Insurance requirements are as specified in Article SC-15, INSURANCE.

ACKNOWLEDGEMENT of receipt of, and AGREEMENT to obtain/provide an insurance policy for the subject project as per the requirements set forth herein above by both the Contractor and Insurance Agent as listed in our project specifications, Section SC-15 Insurance.

Signature of Contractor	Date
Contractor	Federal ID No.
Street Address	
City, State, Zip	() Phone Number
Type of Business: ___ Sole Proprietor ___ Partnership ___ Non-Profit 501 (c)(3)	
___ Other, please explain: _____	

Signature of Insurance Agent	Date
Insurance Agent / Firm Name	
Street Address	
City, State, Zip	() Phone Number

Insurance Type	Amount	Policy Number
General Liability		
Auto Liability		
Workers Comp/Employers Liability (per State of California)		
All-Risk Course of Construction (if applicable)		
Railroad Protective Liability (if applicable)		

Note: Use copies of this form when more than one broker/agent is used.

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, or 11246, 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.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

POLICY STATEMENT

In compliance with 29 U.S.C. 794 and 42 U.S.C. 12132, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of handicap disability in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs, and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with 29 U.S.C. 794 and 42 U.S.C. 12132 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

CERTIFICATION

Each agency, organization, or person seeking a bid, contract, or agreement with the County of Stanislaus shall sign a Certification of Compliance with 29 U.S.C. 794 and 42 U.S.C. 12132.

**CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

The Bidder hereby certifies that he/she/it is in compliance with 29 U.S.C. 794, 42 U.S.C. 12132,, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to discrimination and participation of individuals with disabilities.

Name of Bidder: _____

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Dated: _____

This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

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

TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

_____, being duly sworn, deposes and says that he or she is _____, of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

(SIGNED) _____ Date: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 the "Name" line 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										
			-				-			

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

Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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.

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
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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. Grantor also must provide a Form W-9 to trustee of trust.

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.

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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 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@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PROPOSAL SIGNATURE SHEET

Accompanying this proposal is _____ (insert the words “cash,” “cashier’s check,” “certified check,” or “bidder’s bond,” (\$ _____),” as the case may be) in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of contractors,

License No. _____ Classification(s) _____

Expiration Date _____

ADDENDA – THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Signature and Title of Bidder

Business Address: _____

Place of Business: _____

Place of Residence: _____

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____ as Principal, and _____ as Surety are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the SB-1 Roadway Reconstruction Project Bentley Road and Warnerville Road , for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, September 12, 2018.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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.

Dated: _____

Principal

Surety

By: _____
Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted as complete.

PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE

**COUNTY OF STANISLAUS
AGREEMENT**

THIS AGREEMENT, by and between _____, whose place of business is located at _____ (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. _____ adopted on the _____ day of _____, 20__ awarded to Contractor the following Contract:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

2.1 _____ designed the Project and furnished the Plans and Specifications. _____ shall have the rights assigned to Architect/Engineer in the Contract Documents.

2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout _____ Working Days from the date when the Contract Time commences to run as provided in the Agreement.

- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.
- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the

Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

- Agreement
- Encroachment Permit (if applicable)
- Form FHWA-1273 (if applicable)
- Project Plans
- Project Specifications
- State Standard Specifications and Standard Plans

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees 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. §15) or under the

Cartwright Act (Chapter 2 (commencing with §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 County tenders final payment to Contractor, without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

If to Contractor:

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

COUNTY OF STANISLAUS

CONTRACTOR

By: _____
Matt Machado, Director
Public Works Department

By: _____

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: _____
Amanda DeHart
Deputy County Counsel

END OF AGREEMENT

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond (“Bond”) is dated _____ in the penal sum of _____ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to _____ (“Contractor”), _____ (“Surety”), County of Stanislaus (“County”), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated _____ in the Amount of \$ _____ (the “Penal Sum”).

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
5. If Surety does not proceed as provided in Paragraph 4, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
 - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
 - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 8-1.11 of the State of California, Department of Transportation, Standard Specifications.
 - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor and Material Payment Bond (“Bond”) is dated _____ in the penal sum of _____ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to _____ (“Contractor”), _____ (“Surety”), County of Stanislaus (“County”), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated _____ in the Amount of \$ _____ (the “Penal Sum”).

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Name

Title

Signature

Name

Title

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
 - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
 - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

GUARANTEE

TO: The County of Stanislaus ("County"), for construction of the
_____.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

(SIGNATURE NEXT PAGE)

Date: _____

Contractor's Name

Signature

Print Name

Title

Street Address

City, State, Zip Code

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART V - SPECIAL CONDITIONS

SC-01 DEFINITIONS AND TERMS

The work herein shall be done in accordance with the Standard Specifications, and the Standard Plans dated 2015, of the California Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Invitation to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State or State of California – County of Stanislaus

Department of Transportation – Stanislaus County, Department of Public Works

Director of Transportation – Stanislaus County, Director of Public Works

District Director – Stanislaus County, Director of Public Works

Engineer – Resident Engineer

Attorney General – Stanislaus County, County Counsel

Contract – Agreement

Amendments to the Standard Specifications set forth in these Specifications shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, “Contract Components,” 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.

Attention is directed to Section 1 of the Standard Specifications and to the following additional and qualifying definitions:

Board of Supervisors – Board of Supervisors, Stanislaus County, State of California.

Contractor – Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.

County – County of Stanislaus, a political subdivision of the State of California.

Design Engineer – Any person or persons, firm, partnership or corporation legally authorized to practice civil engineering in the State of California who prepares improvement plans and specifications for any improvement or portion of any improvement within the County of Stanislaus.

Department – Department of Public Works, County of Stanislaus.

Developer/Subdivider – A person, firm, partnership, corporation, association, or agent thereof who causes land to be divided into a subdivision or causes existing property to be developed for himself or for others.

Director – The Public Works Director of County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Standards and Specifications – Improvement Specifications and Standards of the County of Stanislaus, Public Works Department. In case of conflicts, The Standard Specifications and Standard Plans of the State of California and Special Provisions should take precedence over The Improvement Specifications and Standards of The County of Stanislaus.

Laboratory – Any testing agency or quality control firm licensed to practice in the State of California.

Owner – County of Stanislaus.

Project Plans – The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Standard Drawings insofar as they may apply.

Special Provisions – The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications of the State of California.

Standard Plans – Standard Plans 2015 of the State of California Department of Transportation unless otherwise noted on the Project Plans.

Standard Details – Standard Details of the County of Stanislaus, unless otherwise noted on The Project Plans.

Standard Specifications – Standard Specifications 2015 of the State of California, Department of Transportation.

SC-02 PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Conditions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in Part III.

The form of Bidder's Bond mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in Part III.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in Part III.

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

SC-03 BLANK

SC-04 BLANK

SC-05 EXCAVATION SAFETY PLANS

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications and these Special Conditions.

The Contractor's attention is directed to the provisions, which require submitting a shoring/bracing plan for County's Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer shall in no way relieve the Contractor of full responsibility for adequacy of the shoring.

When construction is taking place in a public area, the Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches shall be covered at night, on weekends, and during non-working hours.

SC-06 CONTROL OF MATERIALS

Attention is directed to Section 6-1.01 of the Standard Specifications.

The Contractor shall comply with Section 6-1.02, "Department-Furnished Materials," of the Standard Specifications and these Special Conditions. The following materials shall be furnished to the Contractor:

NONE

The Contractor shall be responsible for Quality Control. Contractor Quality Control shall comply with 6-2.02 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-2.01 of the Standard Specifications and according to the County's Quality Assurance program.

SC-07 LEGAL RELATIONS AND RESPONSIBILITY

Prevailing Wage and Certified Payrolls

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records (Labor Code § 1776)" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works,

Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

http://www.dir.ca.gov/DLSR/statistics_research.html

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The County does not accept Certified Payroll Submittals by electronic filing.

Immediate changes:

- **Duty to notify DIR when awarding a contract for a public works project, using the online [PWC-100 form](#).** This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.
- **Elimination of the obligation to pay DIR for compliance monitoring on state bond-funded projects and other projects that required use of DIR's Compliance Monitoring Unit (CMU).** *DIR will continue to monitor compliance on these projects but will not charge awarding bodies for any services provided on or after June 20, 2014 [the effective date of SB 854]. The alternative of using a DIR-approved Labor Compliance Program (LCP) or a project labor agreement in lieu of the CMU on one of these projects has also been eliminated. However, for ongoing projects that were using one of the alternatives, monitoring should continue until the project is completed.*

Phased-in changes:

I. Public Works Contractor Registration Program

- **All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.** The phase-in timetable is as follows:

July 1, 2014: Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.

March 1, 2015: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

April 1, 2015: No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.

- **Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.**
 - DIR maintains an up-to-date [listing of registered contractors](#).
 - There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
 - Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

II. NOTICE REQUIREMENTS

- **January 1, 2015:** The call for bids and contract documents must include the following information:
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **[To be determined]:** The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

III. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

June 20, 2014 [immediate]: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

January 1, 2016: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Ongoing projects that were subject to Labor Compliance Program (LCP) or Compliance Monitoring Unit (CMU) requirements prior to the adoption of SB 854:

Older projects (contract for public work was awarded prior to January 1, 2012): The LCP requirements and alternatives that applied to projects funded by Propositions 47, 55, or 84 and to certain design-build projects *remain in effect*. These monitoring and compliance requirements must continue to be observed through the end of the project, even if the Labor Commissioner starts monitoring the project pursuant to SB 854.

More recent projects (contract for public work was awarded on or after January 1, 2012): All requirements for state bond-funded projects and other design-build and specially authorized projects to use the CMU or a specified alternative *have been repealed*. However, it is important to note the following:

- Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner after; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- Bond funding agencies (such as the State Allocation Board) may still require that awarding bodies demonstrate past compliance with DIR requirements in order to qualify for retroactive funding. In particular, awarding bodies may need to show that they notified DIR of the project using the PWC-100.
- The LCP requirement for past, present, and future projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) *remains in effect*. This LCP requirement must continue to be observed, even if the Labor Commissioner also monitors the project pursuant to SB 854.

The Contractor and their subcontractors shall keep certified payroll records in accordance with Labor Code Section 1776 and shall provide those records on request. Contractors and subcontractors shall submit certified payrolls to the Compliance Monitoring Unit (CMU) at least monthly through CMU's eCPR system at the following website:

<https://app.mylcm.com>

The Contractor shall be responsible for ensuring that their subcontractors comply with these requirements.]

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Apprentices

The Contractor shall comply with Section 7-1.02K(4) "Apprentices" of the Standard Specifications to ensure compliance and complete understanding of the law regarding apprentices.

Water Pollution

Water pollution Control shall comply with SP-02, "Water Pollution Control" of the Special Provisions.

Sound Control Requirements

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these Special Conditions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the 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.

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

Permits

The Contractor shall conform to the requirements of Section 5-1.20B “Permits, Licenses, Agreement, and Certifications” of Standard Specifications and these Special Conditions. The Contractor shall conform to the requirements of:

Compensation for conforming to the requirements of “Permits” shall be included in the various items of work, and no additional compensation will be allowed.

Notice and Removal of Asbestos and Hazardous Substances

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

Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by Article SC-22, Emergencies, and in no event later than twenty four (24) hours after first observance of any:

- a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (“hazardous material”); or
- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).

Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and

whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

- a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- c. Contractor failed to give the written notice within the time required by this Article.

If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

If County and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this section, Contractor shall proceed with the Work as directed by County and may make a claim as provided in Article SC-16, WORK DISPUTES.

In addition to the parties' other rights under this section, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article SC-16, WORK DISPUTES.

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If exploratory or removal work delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

Public Convenience

Where work is to be performed in residential or commercial driveways, suitable provisions approved by the Engineer shall be made by the Contractor prior to commencing work. The Contractor shall minimize the duration of said blocking and notify the property owners of this need at least forty-eight (48) hours in advance.

Contractor shall provide access to each residential or commercial establishment each evening. No driveway shall be closed over a weekend. No driveway shall be closed for more than a total of eight (8) hours. Where concrete has been removed, a temporary surface shall be placed suitable to provide vehicular access to the property if reconstruction has not been completed by that evening. Access to private property shall be provided at all times during construction except when access must be denied to protect forms or to permit improvements to be constructed. The County may require grading to the back of the new driveway approach so as to provide adequate access. Such work shall be done at no additional compensation.

Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Conditions.

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

Approach Speed of Public Traffic Posted Limit Miles Per Hour	Work Areas
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 a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to by more than two (2) feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required 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.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. The near edge of the excavation is 15' or less from the edge of the lane, except:
 - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - ii. Excavations protected by existing barrier or railing.
 - iii. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in depth.

- B. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- C. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
- D. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's 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.
- E. Storage Areas. Material or equipment is stored within 12' of the lane and the provisions of the Standard Specifications and these Special Conditions do not otherwise prohibit the storage.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' 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 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 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 12-3.20 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2015 Standard Plan T3A and B, may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.22, "Temporary Crash Cushion Modules" of the Standard Specification.

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

Cooperation

The Contractor shall conform to the requirements of Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Conditions.

Compensation for conforming to the requirements of "Cooperation" shall be included in the various items of work and no additional compensation will be allowed.

SC-08 PROSECUTION AND PROGRESS

Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and SC-2, "Proposal Requirements and Conditions," of these Special Conditions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in SC-12 of these Special Conditions. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved shall be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Prosecution

The Contractor shall comply with the provisions in Section 8-1.04B, "Standard Start," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

Liquidated Damages

The County will withhold liquidated damages per calendar day as described in Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The actual daily withhold will be determined according to the chart in Section 8-1.10A, "General" of the Standard Specifications.

The amount specified may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

Preconstruction Conference

Prior to the issuance of the Notice to Proceed, a pre-construction conference shall be held at the County of Stanislaus, Department of Public works, Engineering Division, 1716 Morgan Road, Modesto, California, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

SC-09 MEASUREMENT AND PAYMENT

Payment

The County makes contract payments according to Section 9, "Payment" of the Standard Specifications.

Withholds

The County may withhold payment for noncompliance per Section 9-1.16E, "Withholds" of the Standard Specifications.

Progress Payments

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Conditions.

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

NONE

After acceptance of the contract pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

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

Payment of Withheld Funds

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

Final Payment and Claims

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

SC-10 GEOTECHNICAL DATA AND EXISTING CONDITIONS

The following geotechnical data and existing conditions data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

SC-11 SITE DATA

The following site data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

SC-12 NONE

SC-13 BLANK

SC-14 BONDS

General

At or before the date indicated in Part II – INFORMATION TO BIDDERS, Contractor shall file with County the following bonds:

- a. Corporate surety bond, in the form of Construction Performance Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
- b. Corporate surety bond, in the form of Construction Labor and Material Payment Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Sureties shall be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of [A,VII] or better in termination of the contract.

SC-15 INSURANCE

Contractor shall comply with the insurance requirements included in the Exhibit B "Insurance Requirements for Construction Contracts" of Part III - Proposal.

SC-16 WORK DISPUTES

All disputes shall comply with the provisions of Assembly Bill No. 626 (an act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts. Approved by the Governor: September 29, 2016) and requirements set forth in section 5-1.43, "Potential Claim and Dispute Resolution," of the Standard Specifications.

SC-17 ALTERATIONS AND MODIFICATIONS

The County reserves the right to make changes to the plans and specifications in accordance with section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

SC-18 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES

In case of discovery by Contractor of conflict, discrepancies, errors, or omissions among the various Contract Documents the matter shall be submitted in writing by Contractor to Engineer for clarification. Any work affected by Contractor prior to clarification by Engineer shall be at Contractor's risk.

SC-19 DIFFERING SITE CONDITIONS

See Section 4-1.06, "Differing Site Conditions" of the Standard Specifications.

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by Article SC-22, Emergencies, and in no event later than seven (7) days after first observance of:

- a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, or
- c. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

SC-20 BLANK

SC-21 TIME ADJUSTMENT AND ENTITLEMENTS FOR DELAYS

Contractor may receive a time extension and be compensated for delays caused directly and solely by the County. Submit an RFI per 8-1.07, "Delays" of the Standard Specifications.

All delay related time adjustments shall be per Section 8-1.07B, "Time Adjustments" of the Standard Specifications.

All delay related payment adjustments shall be per Section 8-1.07C, "Payment Adjustment" of the Standard Specifications.

SC-22 EMERGENCIES

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

SC-23 WORKING DAYS AND LEGAL HOLIDAYS

County will provide inspectors during work days at no cost to the Contractor. Work days shall be defined as hours between 7 a.m. and 5 p.m. any day Monday through Friday of any week, excluding the following legal holidays:

New Year's Day, January 1
 Martin Luther King Day, January, third Monday
 President's Day, February, third Monday
 Memorial Day, May, last Monday
 Independence Day, July 4
 Labor Day, September, first Monday
 Veteran's Day, November 11
 Thanksgiving Day, November, fourth Thursday
 Friday after Thanksgiving Day
 Christmas Eve, 1PM -5PM
 Christmas Day, December 25

If the Contractor elects to schedule work outside normal hours of work, the Contractor shall request the additional days or hours at least forty-eight (48) hours prior to the work. No work shall be done outside of the normal working hours, without the prior consent of the County. The Contractor shall be responsible for payment to the County for providing inspectors for those days or hours. Inspector costs shall be the full reimbursable rate established by the County. Rates will be available to the Contractor at the pre-construction meeting if requested.

SC-24 SUBMITTALS

Each submittal should meet the requirements of Section 5-1.23, "Submittals" of the Standard Specification and these Special Conditions.

Each Submittal must include:

1. Contract Number.
2. Designation as an "Action" or "Informational" Submittal
3. Sequential submittal number
4. A concise description of the material or item submitted
5. Be referenced to the bid item and Specification section

Submittals may be rejected if they are missing required information or do not meet the requirements of the Specification.

SC-25 PROGRESS REPORTS

The Contractor shall submit daily Progress Reports to the Engineer via the Internet utilizing a web site address Virtual Project Manager (VPM) at www.virtual-pm.com or Procore at www.procore.com/ managed by the County. At the option of the County, one of the two web sites will be used exclusively by job site foreman to record daily progress, problems, additions/deletions and or request change orders for review by engineer/inspector and Project Manager. Requires a digital camera and daily use of computer and Internet access by job site supervisor.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART VI – SPECIAL PROVISIONS

SP-01 ORDER OF WORK

Attention is directed to Section 7-1.04, "Public Safety," of the Standard Specifications.

The contractor shall submit a Storm Water Pollution Prevention Plan and schedule for approval, prior to beginning the contract work.

The contractor must submit a Staging Plan and a Traffic Control Plan for review and approval by the Engineer. Construction staging is to occur within the County Right-of-Way. The Staging Plan and Traffic Control Plan must be approved prior to commencement of construction activities.

The contractor shall notify the adjacent residents of the project in writing 48 hours in advance. The written notice shall include the time and date the road work may affect the residents. The contractor shall submit to the Engineer a sample of the notification flyer for review and approval prior to distribution to the residents. Contractor shall adjust work schedule to accommodate the residents waste pickup days.

All driveways shall remain open during construction.

The contractor shall begin construction on Warnerville Road on or about October 15th after the walnut and almond orchards harvest is completed and at the discretion of the Engineer.

The contractor shall pot hole all utility crossings to confirm depth prior to FDR and notify the Resident Engineer if there is a possible conflict.

The Contractor shall raise all frames, covers, existing survey monuments, manholes, water valves, and grates and other facilities to finished grade.

The final order of work is to place all permanent traffic striping and pavement markings.

SP-02 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Standard Specifications.

Full compensation for performing all work associated with "Mobilization" shall be considered as included in the contract price paid for **Mobilization**, and no additional compensation will be allowed.

SP-03 WATER POLLUTION CONTROL (WPC)

Summary

Discharges of storm water from the project must comply with NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002) hereinafter called the "Permit." Manage work activities to reduce the discharge

of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including work items shown:

- 1) Identify a Qualified SWPPP Practitioner (QSP). The QSP is responsible for all inspections; maintenance and repair of BMPs, and sampling activities at the project location.
- 2) Prepare a Storm Water Pollution Prevention Plan (SWPPP). SWPPP preparation must be by a Qualified SWPPP Developer (QSD) and includes obtaining SWPPP approval, amending the SWPPP, preparing a Construction Site Monitoring Program (CSMP), and monitoring and inspecting Best Management Practices (BMPs) at the job site.
- 3) Prepare Storm Water Annual Reports. Storm Water Annual Report preparation includes certifications, training, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
- 4) Perform Storm Water Sampling and Analysis. Storm Water Sampling and Analysis includes the testing of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
- 5) Prepare Rain Event Action Plan. If specified for the risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.

Do not start field work until:

1. SWPPP is approved by the County; and,
2. All Permit Registration Documents (PRDs) have been uploaded onto SMARTS and a WDID is issued; and
3. A QSP has been assigned to the project and has been identified to the County.

This project is Risk Level 2.

Submittals

Within 20 days after contract approval, start the following process for SWPPP approval:

1. Submit 2 copies of the SWPPP and allow 20 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.
2. Change and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete SWPPP is resubmitted.
3. When the County approves the SWPPP, submit an electronic pdf copy and 3 printed copies of the approved SWPPP.
4. If the Engineer requests changes to the SWPPP based on RWQCB comments, amend the SWPPP within 10 days.

Submit:

1. Storm water training records including training dates and subjects for employees and subcontractors. Include dates and subjects for ongoing training, including tailgate meetings.
2. Employee training records:
 - a. Within 5 days of SWPPP approval for existing employees

- b. Within 5 days of training for new employees
 - c. At least 5 days before subcontractors start work for subcontractor's employees
3. Within 24 hours of completing an inspection report or visual monitoring report, submit as an informational submittal.
 4. REAP as needed, 48 hours prior to a likely precipitation event.

All submittals required by this Special Provision shall be submitted by one electronic pdf copy and 2 printed copies, unless otherwise specified.

Submit documentation for the Storm Water Annual Report as needed for the site risk level. Submit all documentation for the Annual report no later than the first business day in August or within 15 days of contract acceptance if construction ends before July 1st. Submittal and approval of Annual report documentation will be considered a controlling operation of work until acceptable Annual report information is received.

Quality Control and Assurance Training

Provide Storm Water Training for;

- 1) Project Managers;
- 2) Supervisory Personnel;
- 3) Employees involved with BMP work and/or inspections.

Train all employees, including subcontractor's employees, in the following topics:

- 1) BMP rules and regulations
- 2) Implementation and maintenance for
 - a. Temporary Soil Stabilization
 - b. Temporary Sediment Control
 - c. Tracking Control
 - d. Wind Erosion Control
 - e. Material pollution prevention and control
 - f. Waste Management
 - g. Non-storm water management
 - h. Identifying and handling hazardous substances
 - i. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial BMP training before working on the job site. Conduct weekly training meetings covering:

- 1) BMP deficiencies and corrective actions;
- 2) BMPs that are required for work activities during the week;
- 3) Spill prevention and control;

- 4) Material delivery, storage, use and disposal;
- 5) Waste management;
- 6) Non-storm water management procedures.

Qualified SWPPP Practitioner

Assign one QSP to implement the SWPPP. The QSP must comply with the Permit qualifications for a QSP.

At the job site, the QSP must:

- 1) Be responsible for BMP work;
- 2) Be the primary contact for BMP work;
- 3) Oversee the maintenance of BMP practices;
- 4) Oversee and enforce hazardous waste management practices;
- 5) Have the authority to mobilize crews to make immediate repairs to BMP practices;
- 6) Ensure that all employees have current water pollution control training;
- 7) Implement the approved SWPPP;
- 8) Perform inspections of BMP practices identified in the SWPPP;
- 9) Perform inspections and reports for visual monitoring;
- 10) Prepare and implement the REAPs;
- 11) Sampling and analysis; and
- 12) Preparation and submittal of:
 - a. NAL Exceedance Reports
 - b. SWPPP Annual Certification
 - c. Annual Report Documents
 - d. BMP status reports

Samples taken for laboratory analysis must follow water quality sampling procedures and be analyzed by a State-Certified Laboratory under 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants."

The CSMP must identify the State-Certified Laboratory, type of test equipment to be used for field sampling (pH pen and turbidity meter), sample containers, preservation requirements, holding times, and analysis methods. For a list of state-certified laboratories, go to:

https://www.waterboards.ca.gov/drinking_water/certlic/labs/

Qualified SWPPP Developer (QSD)

Identify the QSD responsible for the SWPPP preparation and any amendments or revisions. The QSD must comply with the Permit qualifications for a QSD.

The QSD must amend the SWPPP if:

- 1) Changes in work activities could affect the discharge of pollutants;
- 2) BMP practices are added;
- 3) Changes in the amount of disturbed soil are substantial;
- 4) Objectives for reducing or eliminating pollutants in storm water discharges have not been achieved; or
- 5) There is a Permit violation.

The County will review all amendments or revisions to the SWPPP.

Whenever you amend the SWPPP, follow the same process specified for SWPPP approval. Retain a printed copy of the approved SWPPP at the job site.

Implementation Requirements

Obtain, install, and maintain a rain gauge at the job site or use a public available weather station. Observe and record daily precipitation. It is the contractor's responsibility to provide daily storm water data, even if the public weather system is not functional.

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

<http://www.weather.gov/forecastmaps>

Continue SWPPP and REAP implementation during any temporary suspension of work activities.

Payment

The contract lump sum price paid for "**Water Pollution Control**" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in preparing, obtaining approval of, and amending the SWPPP and CSMP, inspecting water pollution control practices, installing and maintaining BMP's, preparing and submitting of a REAP, and preparation, collection, analysis and reporting of Storm Water samples as specified in the Standard Specifications and these special provisions, and as directed by the County and submitting annual report documentation.

Deficiency Correction

Whenever the contractor receives a Notice to Correct or the County identifies a deficiency in the implementation of the approved SWPPP, the contractor is required to:

- 1) Correct the deficiency immediately, unless the County agrees to a later date for making the correction; and
- 2) Correct the deficiency before precipitation occurs.

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the County may correct the deficiency and deduct the cost of correcting the deficiency from payment. The contractor will be back billed for the time and materials (+10%) to correct all deficiencies.

If the contractor receives a Notice of Violation, the County will allow 24 hours for the violation to be corrected. If the violation is not corrected, the County will take action and correct the deficiency. The contractor will be back billed for the time and materials (+10%) to correct all deficiencies.

For each failure to submit completed Storm Water Annual Report Documents, preparation of a REAP, inspect or monitor a qualifying discharge event, or correct a Notice of Violation by the due date the County will withhold payments per Section 9-1.16E(3) "Performance Failure Withholds" of the Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

SP-04 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

SP-05 EXISTING FACILITIES

Work involving existing property and facilities shall conform to Section 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

Prior to construction, the contractor shall locate all utilities that may be in conflict with roadway reconstruction and pothole for depth. If any possible conflicts are found the Contractor shall inform the Resident Engineer so field adjustments can be made.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground facility. Regional notification centers include, but are not limited to, the following:

Underground Service Alert Northern California (USA)
811, or 1-800-227-2600

Full compensation for performing all work associated with "Existing Facilities" shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

SP-06 DUST CONTROL

Dust Control work shall conform to Section 10-5 "Dust Control" of the Standard Specifications.

Full compensation for performing all work associated with "Dust Control" shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

SP-07 ENVIRONMENTAL MITIGATION

Environmental reevaluation will be required if the scope of the project changes to include additional areas of activities, or if previously unknown cultural or other sensitive resources are discovered.

A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to minimize worker exposure to lead chromate or lead while handling grindings containing thermoplastics.

The Contractor is responsible for disposal of thermoplastic grindings. Stanislaus County will provide a temporary EPA ID number and sign the manifest prior to properly disposing of hazardous waste.

Full compensation for preparation, submittal, and implementation of a lead compliance plan shall be considered as included in the contract lump sum price paid for **Lead Compliance Plan**, and no additional compensation will be allowed.

SP-08 TEMPORARY TRAFFIC CONTROL

Flagging, construction area signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Full road closures with Detours will be allowed on Warnerville Road and Bently Road.

Traffic Control Systems and construction area traffic control devices shall be in accordance with the current California Manual on Uniform Traffic Control Devices. The traffic control system for lane closures and full closures shall be in accordance with Standard Plans T-11, T-12 and T-13.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered, removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," of the Standard Specifications and to the provisions in "Public Safety" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor shall provide pilot cars to maintain traffic as needed during lane closures.

The provisions in this section shall not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulder.

A minimum of one paved traffic lane each direction, not less than twelve (12) feet wide, shall be open for use by public traffic at all times unless controlled by "Flagging" or specified otherwise. When construction operations are not actively in progress, not less than one lane in each direction shall be open

to public traffic.

In the event a temporary road, ramp or driveway closure is necessary, the Contractor shall give the property owners and business owners 48 hours advance notice prior to closure.

Advance warning signs if any shall be furnished, installed and maintained by the Contractor. The Contractor shall submit traffic control plans. Said plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation. The Contractor is to maintain traffic on Santa Fe Ave and Geer Road at all times, except as noted.

If any component in the Traffic Control System is displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the Traffic Control System, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project.

The Contractor shall furnish, place, operate, and maintain Portable Changeable Message Signs as described below 7 days prior to construction where designated by the Engineer in conformance with the provisions of Section 12-3.32, "Portable Changeable Message Signs," of the Standard Specifications for the duration of the project or as directed by the Engineer:

Warnerville Rd.– One at both ends of construction area, one on Tim Bell Road and one West of Tim Bell Road on Warnerville Road in advance of the construction area (4 total)

Bentley Rd. - One at both ends of construction area (2 total)

Full compensation for furnishing, installing and maintaining Portable Changeable Message Signs will be included in the contract unit price paid for **Portable Changeable Message Signs**, and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, for preparing and submitting lane closure plans and for doing all work involved in maintaining traffic, including maintaining the roadbed in a smooth and even condition for passage of public traffic, furnishing, installing and maintaining such signs, lights, flares necessary to expedite passage of public traffic through or around the work, and providing pilot cars as needed, all as specified in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and as directed by the Engineer will be considered as included in the contract lump sum price paid for **Temporary Traffic Control**, and no additional compensation will be allowed.

SP-09 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the Manual of Uniform Traffic Control Devices published

by State of California Department of Transportation, or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Whenever lanelines and centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the laneline or centerline the markers replace.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 calendar days. Prior to the end of the 14 calendar days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 calendar days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining and removing temporary pavement delineation, including temporary raised pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required, shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

SP-10 WATERING

Watering must comply with Section 10-6 "Watering" of the Standard Specifications and these Special Provisions. The Contractor shall be responsible for developing a water supply and furnishing all water required for the work. Water must be non-potable.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with watering and dust control all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various

items of work involved and no additional compensation will be allowed.

SP-11 COLD PLANE ASPHALT CONCRETE

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as shown on the construction detail plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place and shall be the entire width of the area to be surfaced.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 5-1.20B of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing and disposing of

temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions shall be included in the contract unit price paid for **Cold Plane Asphalt Concrete** and no additional compensation will be allowed.

SP-12 FULL DEPTH RECLAMATION (FDR) - LithTec™ DX33 LITHIFICATION

WARNERVILLE ROAD - 10" DEPTH + 3% LithTec™ DX33 + DOUBLE CHIP

DESCRIPTION

Work shall consist of pulverizing existing asphalt concrete, base and subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions. Add LithTec™ DX33 and water to the blended material in accordance with the specifications provided below. Compact, fine grade to the grades required, and cure prior to placement of chip seal surfacing.

This item shall consist of constructing a mixture of pulverized asphalt concrete, base material and/or subgrade soil, LithTec DX33, and water in accordance with this specification, and in conformity with the lines, grades, thickness, and typical cross sections shown on the plans. LithTec™ DX33-treated subgrade shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized. Contractor shall adjust grinding depth to account for Volumetric Change of the non-compacted base so the final compacted LithTec treated base is a minimum 10".

MATERIALS

LithTec™ DX33

Lithified Technologies US or qualified engineer shall designate the percentage of LithTec™ DX33 by dry weight of the soil to satisfy the criteria requirement for the project. The LithTec™ DX33 specified dosage by dry weight obtained from the Maximum Dry Density per AASHTO T-99 or AASHTO T-180 or TxDOT Tex-113-E is required for all mix designs, as may be specified by Lithified Technologies US or qualified engineer.

WATER

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall conform to these special provisions. The contractor is responsible for locating and purchasing water utilized in the FDR process.

PULVERIZED MATERIAL

Existing asphalt concrete surfacing shall be pulverized with underlying base materials and/or subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions.

The asphalt concrete surfacing and underlying base/soil materials shall be pulverized such that 95 percent of the material, exclusive of rock and aggregate, will pass a 1-inch sieve. The pulverized materials shall be free of roots, sod, weeds, wood, and construction debris.

SUBMITTALS

The Contractor performing the FDR shall conduct a Just-In-Time Training (JITT). The training shall be mandatory and consist of a formal joint training class on the process, required special equipment, placement and compaction methods, and quality control. Construction operations for FDR LithTec™ DX33 shall not begin until the Contractor's and the Engineer's personnel have completed the JITT. The JITT training class shall be conducted at a location convenient for both the Contractor and the Engineer. The JITT class shall be completed not more than 7 days prior to the start of the FDR process. The class shall be held during normal working hours. The Contractor shall provide a JITT instructor experienced in the construction methods, materials, and test methods associated with construction of FDR LithTec™ DX33 projects or similar FDR projects utilizing cement or lime. A copy of the course syllabus, handouts, and presentation material shall be submitted to the Engineer at least 7 days before the day of the training. The Contractor and the Engineer shall mutually agree to the course instructor, course content, and training site.

During the process, the Contractor shall furnish the following information to the Engineer on a daily basis:

- 1) Certified weight tickets of LithTec™ DX33 delivered to the project location.
- 2) A summary of quantity of FDR LithTec™ DX33 constructed each day.

CONSTRUCTION METHODS

GENERAL

Prior to beginning any LithTec™ DX33 treatment, the existing subgrade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans. The Engineer shall check and verify the conformance of the material to the lines, grade and elevation as shown on the plans, prior to beginning LithTec™ DX33 treatment.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil prior to LithTec™ DX33 treatment. Excess pulverized material is the surplus that results after trimming and grading the pulverized section to the lines and grades shown on the plans. The subgrade should be trimmed sufficiently low to allow for the added LithTec™ DX33 volume, proper material compaction, and subsequent layers of leveling and surface course asphalt concrete overlays or chip seal surfacing.

APPLICATION

LithTec™ DX33 shall be applied at a rate of 3% to a subgrade depth of 10" based on the in-place dry unit weight of soil and for the treatment shown on the plans. For estimating purposes, an in-place dry unit weight of soil of 120 pcf should be used as a basis for the application rate.

The LithTec™ DX33 content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified LithTec™ DX33 content (example: tolerance on spread rate of 6.0% is 5.5% to 7.0%). However, the moving average of the rate of LithTec™ DX33 content tests/inspections shall not be less than the specified LithTec™ DX33 content. The Engineer reserves the right to increase the rate of application of LithTec™ DX33 from the specified rate during the progress of construction as

necessary to maintain the desired characteristic of the stabilized subgrade. Additional LithTec™ DX33 and work required above and beyond the specified amount will be paid on a unit price basis.

LithTec™ DX33 shall be distributed with a non-pressurized mechanical vane-feed spreader equipped with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. LithTec™ DX33 shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread LithTec DX33 until the mixing operation is completed.

MIXING

Mixing of the soil, LithTec™ DX33, and water shall be done with a four-wheel drive rotary mixer (CMI RS-650, CAT 500 or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer.

Prior to mixing the subgrade material with LithTec DX33, the existing subgrade material should have a moisture content of two (2) percent over optimum moisture content based of ASTM D1557. During mixing of the FDR material and LithTec DX33, the mixed material should have a moisture content at least two (2) percent over optimum moisture content based on ASTM D1557.

To ensure a uniformly treated section, any material/soil around manholes, utility risers, valves and adjacent to curbs/gutters or in corners, must have that material/soil pulled out by the contractor, at the depth of treatment, where it is accessible to be mixed with the reagent. After that material is mixed with the reagent, it will be placed back and compacted by the contractor.

COMPACTION

The mixture shall be compacted in one layer. The Contractor shall regulate the sequencing of the LithTec™ DX33 treatment operations, such that the final compaction of the LithTec™ DX33 lift mixture to the specified density will be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Compaction shall be by means of steel drum, pad foot and/or segmented wheel rollers of sufficient capacity to compact the full depth. Areas inaccessible to rollers shall be compacted to the required density by other means satisfactory to the Engineer. The field dry density of the compacted mixture shall be at least 95 percent in the upper 12" and at least 90 percent for the balance of the depth of treatment of the maximum dry density as determined in accordance with ASTM D 1557. Relative compaction may be determined using dry or wet density test methods. Should the LithTec™ DX33 treated subgrade yield under the weight of the compaction equipment, compaction effort will cease in an effort not to compromise the section; in this case, the maximum achievable field density will be accepted or an alternate remedial plan will be proposed by the Engineer.

FINISHING AND CURING

After the final layer of LithTec™ DX33 treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section, and shall be kept moist. The completed section shall then be finished by rolling with a steel drum or other suitable roller approved by the Engineer. However, trimming (cuts only) can be completed within 24 hours of mixing.

The completed LithTec™ DX33 treated subgrade shall be moist cured or surfaced with a curing seal consisting of SS or CSS grade asphalt emulsion at a rate of 0.12 to 0.20 gallons per square yard of surface. The treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer.

CONSTRUCTION JOINTS

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent LithTec™ DX33 section.

REPAIR

If the LithTec™ DX33 section is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

FINISHING

The finished FDR surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline. Contractor at their expense shall mill surface to conformance prior to surfacing.

MEASUREMENT AND PAYMENT

Full compensation for furnishing, transporting and spreading LithTec™ DX33, the pulverization and LithTec™ DX33 treatment of the existing pavement shall be paid for at the contract unit price per square foot to a minimum depth shown on the plans for **Full Depth Reclamation-LithTec™ DX33** and shall include costs for all pulverizing, and mixing of the existing pavement and underlying materials; for all water; for all spreading, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess pulverized material; for all curing, protection and sealing of the LithTec™ DX33 treated subgrade; for all stiffness testing and no additional compensation will be allowed.

SP-13 FULL DEPTH RECLAMATION - CEMENT STABILIZATION

BENTLEY ROAD - 12" DEPTH + 5% CEMENT + 3" H.M.A. TOP COAT

DESCRIPTION

Work shall consist of pulverizing existing asphalt concrete, base, and subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions. Add cement and water to the blended material in accordance with the specifications provided below. Compact, fine grade to the grades

required, cure and micro-crack the completed cement treated surface, prior to placement of asphalt concrete.

This item shall consist of constructing a mixture of pulverized asphalt concrete, base material and/or subgrade soil, cement and water in accordance with this specification, and in conformity with the lines, grades, thickness and typical cross sections shown on the plans. Cement-treated subgrade shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized. The Contractor shall adjust grinding depth to account for Volumetric Change of the non-compacted base so the final compacted cement treated base is a minimum 12”.

MATERIALS

PORTLAND CEMENT

Portland cement shall be Type II/V conforming to the requirements of Section 90.1.02B(2) “Cement” of the Standard Specifications.

There are no substitutions for Portland cement.

WATER

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable or other substances injurious to the finished product. Water shall conform to these special provisions. The contractor is responsible for locating and purchasing water utilized in the FDR process.

PULVERIZED MATERIAL

Existing asphalt concrete surfacing shall be pulverized with underlying base materials and/or subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions.

The asphalt concrete surfacing and underlying base/soil materials shall be pulverized such that 95 percent of the material, exclusive of rock and aggregate, will pass a 2-inch sieve. The pulverized materials shall be free of roots, sod, weeds, wood and construction debris.

SUBMITTALS

The Contractor performing the FDR cement shall conduct a Just-In-Time Training (JITT). The training shall be mandatory and consist of a formal joint training class on the process, required special equipment, placement and compaction methods, and quality control. Construction operations for FDR cement shall not begin until the Contractor's and the Engineer's personnel have completed the JITT. The JITT training class shall be conducted at a location convenient for both the Contractor and the Engineer. The JITT class shall be completed not more than 7 days prior to the start of the FDR process. The class shall be held during normal working hours. The Contractor shall provide a JITT instructor experienced in the construction methods, materials and test methods associated with construction of FDR cement projects. A copy of the course syllabus, handouts and presentation material shall be submitted to the Engineer at least 7 days before the day of the training. The Contractor and the Engineer shall mutually agree to the course instructor, course content and training site.

During the process, the Contractor shall furnish the following information to the Engineer on a daily basis:

- 1) Certified weight tickets of cement delivered to the project location.
- 2) A summary of quantity of FDR cement constructed each day.

CONSTRUCTION METHODS

GENERAL

Prior to beginning any cement treatment, the existing subgrade shall be shaped to conform to the typical sections, lines and grades as shown on the plans. The Engineer shall check and verify the conformance of the material to the lines, grade and elevation as shown on the plans, prior to beginning cement treatment.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil prior to cement treatment. Excess pulverized material is the surplus that results after trimming and grading the pulverized section to the lines and grades shown on the plans. The subgrade should be trimmed sufficiently low to allow for the added cement volume, proper material compaction and subsequent layers of leveling and surface course asphalt concrete overlays.

APPLICATION

Cement shall be applied at a rate in conformance to the project plans based on the in-place dry unit weight of soil and for the depth of subgrade treatment shown on the plans. For estimating purposes, an in-place dry unit weight of soil of 120 pcf should be used as a basis for the application rate.

The cement content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified cement content (example: tolerance on spread rate of 6.0% is 5.5% to 7.0%). However, the moving average of the rate of cement content tests/inspections shall not be less than the specified cement content. The Engineer reserves the right to increase the rate of application of cement from the specified rate during the progress of construction as necessary to maintain the desired characteristic of the stabilized subgrade. Additional cement and work required above and beyond the specified amount will be paid on a unit price basis.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader equipped with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

MIXING

Mixing of the soil, cement and water shall be done with a four-wheel drive rotary mixer (CMI RS-650, CAT 500 or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content not less than 1 percentage point below nor more than two percentage points above (-1 to +2 of OMC) the optimum moisture content of the soil-cement mixture (ASTM D 1557) to ensure chemical action of the cement and soil.

NOTE: Contractor shall procure cores and submit their mix design recommendations to the Resident Engineer prior to FDR.

To ensure a uniformly treated section, any material/soil around manholes, utility risers, valves and adjacent to curbs/gutters or in corners, must have that material/soil pulled out by the contractor, at the depth of treatment, where it is accessible to be mixed with the reagent. After that material is mixed with the reagent, it will be placed back and compacted by the contractor.

COMPACTION

The mixture shall be compacted in one layer. The Contractor shall regulate the sequencing of the cement treatment operations, such that the final compaction of the soil-cement mixture to the specified density will be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Compaction shall be by means of steel drum, pad foot and/or segmented wheel rollers of sufficient capacity to compact the full depth. Areas inaccessible to rollers shall be compacted to the required density by other means satisfactory to the Engineer. The field dry density of the compacted mixture shall be at least 95 percent in the upper 12" and at least 90 percent for the balance of the depth of treatment of the maximum dry density as determined in accordance with ASTM D 1557. Relative compaction may be determined using dry or wet density test methods. Should the cement treated subgrade yield under the weight of the compaction equipment, compaction effort will cease in an effort not to compromise the section; in this case, the maximum achievable field density will be accepted or an alternate remedial plan will be proposed by the Engineer.

FINISHING AND CURING

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section, and shall be kept moist. The completed section shall then be finished by rolling with a steel drum or other suitable roller approved by the Engineer. However, trimming (cuts only) can be completed within 24 hours of mixing.

The completed cement treated subgrade shall be moist cured or surfaced with a curing seal consisting of SS or CSS grade asphalt emulsion at a rate of 0.12 to 0.20 gallons per square yard of surface until completion of micro-cracking. The cement treated subgrade shall be kept free from heavy traffic during

the curing period or until the asphalt concrete surfacing is placed, whichever is less, unless otherwise directed by the Engineer. After micro-cracking is complete, subsequent courses can be placed over the section.

MICRO-CRACKING

After the initial 24 hours of the curing period, the finished course shall be tested to determine the stiffness of the layer. The stiffness measurement of the section shall be determined using an approved device, such as the Humboldt Stiffness Gauge (HSG), or equivalent. One test will be made along each 100 ft section of street. The test location shall be marked with paint for later retesting. If the initial HSG readings are in the range of 50 to 60 (MN/m), then micro-cracking of the section course shall begin. If the readings are below the stated range, the section course shall be allowed to cure for an additional 24 hours and stiffness readings obtained at the end of the 24 hour period and prior to the commencement of micro-cracking operations. Micro-cracking of the cement treated subgrade shall be completed within 48 to 72 hours of the final compaction.

Micro-cracking of the section shall be accomplished by a 12 ton steel-wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude (or as directed by the Project Engineer). The section shall have 100% coverage exclusive of the outside 1 foot so as to induce minute cracks in the section. The micro-cracking operations may be terminated when a minimum 40% reduction in the stiffness of the section is achieved as compared to the initial (pre-cracked) readings. After one pass of the vibratory roller, the stiffness of the section shall be determined. Based on the target total stiffness minimum reduction of 40%, it will be decided if additional passes are required. Additional passes of the steel roller may be required to achieve the desired crack pattern or section modulus as determined by the Project Engineer. The section shall be tested for stiffness after each additional rolling. It is anticipated that the roller will have to make between 1 to 4 passes to achieve the required reduction in stiffness.

CONSTRUCTION JOINTS

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent soil-cement.

REPAIR

If the soil-cement is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

MEASUREMENT AND PAYMENT

Full compensation for furnishing, transporting and spreading Portland Cement, the pulverization and cement treatment of the existing pavement shall be paid for at the contract unit price per square foot to a minimum depth shown on the plans for Full **Depth Reclamation-Cement** and shall include costs for all pulverizing, and mixing of the existing pavement and underlying materials; for all water; for all spreading,

compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess pulverized material; for all micro-cracking, curing, protection and sealing of the cement treated subgrade; for all stiffness testing and no additional compensation will be allowed.

SP-14 DOUBLE POLYMER MODIFIED ASPHALT CHIP SEAL

1 GENERAL

This project shall consist of double application of Polymer Modified Asphalt material and crushed aggregate chips. The first application shall use 3/8" chips while the second shall be 1/4" chips. The contractor shall provide Just-in-Time training to County's Inspectors two days prior to placement of Double Polymer Modified Asphalt Chip Seal.

2 MATERIAL COMPONENTS

2.1 POLYMER MODIFIED ASPHALTIC EMULSION (GRADE PMCRS2h)

Material Specification for: Polymer Modified Asphaltic Emulsion (Grade PMCRS2h)

Polymer Modified Asphaltic Emulsion Requirements

Quality characteristic	Test method	Requirement			
		Anionic		Cationic	
		Grade PMRS2	Grade PMRS2h	Grade PMCRS2	Grade PMCRS2h
Saybolt Furol viscosity, @ 50 °C (Saybolt Furol seconds)	AASHTO T 59	75–300	75–300	75–350	75–350
Settlement, 5 days (max, %)		5	5	5	5
Storage stability test, 1 day (max, %)		1	1	1	1
Sieve test (max, %)		0.30	0.30	0.30	0.30
Demulsibility (min, %)		60a	60a	40b	40b
Particle charge		--	--	positive	positive
Ash content (max, %)	ASTM D3723	0.2	0.2	0.2	0.2
Residue by evaporation (min, %)	California Test 331	65	65	65	65
Tests on residue from evaporation test:					
Penetration, 25 °C	AASHTO T 49	100–200	40–90	100–200	40–90
Ductility, 25 °C, (min, mm)	AASHTO T 51	400	400	400	400
Torsional recovery (min, %)	California Test 332	18	18	18	18
or					
Polymer content at 5% by weight (min, %)	California Test 401	2.5	2.5	2.5	2.5

aUse 35 ml of 0.02 N CaCl₂ solution.

bUse 35 ml of 0.8% sodium dioctyl sulfosuccinate solution.

Unless otherwise ordered by the Engineer, a sample of the emulsion may be taken from the spray bar of the

distribution truck at any time. Samples will be submitted to the Caltrans approved independent lab for testing and test results will be determined for possible noncompliance with specification.

Each truckload must have a certificate of compliance. Delivery will be a 24 ton minimum and 150 ton maximum per day at the discretion of the Engineer. The emulsion shall be spread utilizing computerized spread trucks to assure accurate application.

The emulsion supplier shall submit to the agency certification that the emulsion meets the specification. The emulsion supplier shall submit to the agency a certification from approved laboratories certifying that the polymer meets the required specifications.

All certifications shall be submitted to the agency and approved by the agency 5 days prior to supplying material.

During the project the agency may require on any working day one gallon samples of the emulsion to be submitted to the agency designated laboratory for testing. All testing shall be at the Agency's expense.

2.2 CRUSHED AGGREGATE CHIPS

Materials shall be 100% crushed, angular aggregate with no rounded particles, volcanic basalt in origin, meeting all applicable 2015 Caltrans Standard Specifications, Section 37-2 Chip Seals.

Crushed Aggregate Chips base must comply with 37-2.01B(3)(a), "General," of the Standard Specifications and these special provisions.

Aggregate must be broken stone, crushed gravel, or both.

Aggregate must comply with the requirements shown in the following table:

Chip Seal Aggregate Requirements

Quality characteristic	Test method	Requirements
Los Angeles Rattler loss (max, %)		
At 100 revolutions	California Test 211	10
At 500 revolutions		40
Percent of crushed particles	AASHTO T 335	
Coarse aggregate (min, %)		
One-fractured face		95
Two-fractured faces		90
Fine aggregate (min, %)		
(Passing No. 4 sieve and retained on No. 8 sieve)		
One fractured face		70
Flat and elongated particles (max by weight at 3:1, %)	ASTM D4791	10
Film stripping (max, %)	California Test 302	25
Durability (min)	California Test 229	52
Gradation (% passing by weight)	California Test 202	Aggregate Gradation table shown under Materials for the chip seal type specified.
Cleanness value (min)	California Test 227	80

The authorized laboratory must conduct the Vialit test using the proposed asphaltic emulsion or asphalt binder and aggregate for compliance with the requirements shown in the following table:

Chip Retention Requirements

Quality characteristic	Test method	Requirement
Chip retention (%)	Vialit test method for aggregate in chip seals, French chip (Modified) ^a	95

^aThe asphaltic emulsion or asphalt binder must be within the field placement temperature range and application rate during specimen preparation. For asphalt binder cure the specimen for first 2 hours at 100 °F.

Crushed Aggregate Chips base must comply with 37-2.02B(3), "Aggregate," of the Standard Specifications and these special provisions.

Aggregate gradation for an asphaltic emulsion chip seal must comply with the requirements shown in the following table:

Asphaltic Emulsion Chip Seal Aggregate Gradation

Quality characteristic	Test method	Requirement		
Gradation (% passing by weight)	California Test 202	3/8"	5/16"	1/4"
Sieve size:				
3/4"		--	--	--
1/2"		100	--	--
3/8"		85-100	100	100
No. 4		0-15	0-50	60-85
No. 8		0-5	0-15	0-25
No. 16		--	0-5	0-5
No. 30		--	0-3	0-3
No. 200	0-2	0-2	0-2	

3. EQUIPMENT

All equipment utilized in the application of Double Polymer Modified Asphalt Chip Seal shall comply with Section 37-1.03B and 37-2.01C(2) of the Standard Specifications.

4. CONSTRUCTION

Immediately prior to the application of the Double Polymer Modified Asphalt Chip Seal, the surface shall be clean in order to insure adequate adhesion of the Asphalt Rubber to the existing pavement surface.

Placement of Double Polymer Modified Asphalt Chip Seal shall comply with Section 37-2.01C(4) of the Standard Specifications.

The average coverage spread rate of Polymer Modified Emulsion will be .30-.45 gallons per sq. yd. with 23-30 lbs. of 3/8 crushed rock per sq. yd. on the first pass. The second pass, Polymer Modified Asphaltic Emulsion at a rate of .20-.35 gallons per sq. yd. with 12-20 lbs. of 1/4 crush rock per sq. yd. The Engineer may adjust the spread rate of emulsion if needed.

5. PAYMENT

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with preparation, submittal, and implementation of a Double Polymer Modified Asphalt Chip Seal shall be considered as included in the contract unit price paid for **Polymer Modified Asphaltic Emulsion** and **Crushed Aggregate Chips**, and no additional compensation will be allowed.

SP-15 HOT MIX ASPHALT

This work shall consist of furnishing and placing asphalt concrete in conformance with Section 39, "Hot Mix Asphalt" (HMA) of the Standard Specifications and these Special Provisions.

Hot Mix Asphalt concrete shall be Type A.

The asphalt binder shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise noted on the plans or approved by the Engineer. Aggregate Gradations shall be as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications, except maximum aggregate size shall be $\frac{3}{4}$ inch.

A maximum of 15% Reclaimed Asphalt Pavement (RAP) is allowed.

Use Method Compaction for placement of all HMA as specified in Section 39-2.01C. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. The final lift of HMA for all streets shall be placed after all work related to underground facilities, excavations, reconstruction, trench pavement and pre-paving work has been completed.

HMA smoothness requirements shall conform to 36-3 "Pavement Smoothness". Pavement smoothness shall be measured using the Straightedge Method. Inertial Profiler requirements shall not apply.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for all work performed under this section "Hot Mix Asphalt," including the placement of HMA, miscellaneous surface preparation, tack coats, dikes and various HMA items, shall be considered as included in the contract unit price paid for **Hot Mix Asphalt (Type A)**, and no additional compensation will be allowed.

SP-16 CONSTRUCTION STAKING

Stanislaus County shall provide construction staking services in accordance with the provisions in "Construction Surveys - Attachment B" available on Public Works website at www.stancounty.com/publicworks/. The "Attachment B" is hereby made part of these special provisions and the contractor shall follow staking request procedures as outlined in the document.

SP-17 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY)

Thermoplastic traffic stripes (traffic lines) and pavement markings with enhanced wet-night visibility shall conform to the provisions in Sections 84, "Markings" of the Standard Specifications and as specified in these special provisions.

Thermoplastic material for traffic stripes and pavement markings shall be applied at a minimum thickness of 0.100 inch.

Thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility shall consist of a single uniform layer of thermoplastic and a layer of bonded core elements and a layer of glass beads as follows:

The 1st layer of bonded core elements shall be 3M Bonded Core All Weather Reflective Elements for use in thermoplastic traffic stripes and pavement markings. The color of the bonded core elements shall match the color of the stripe or marking to which they are being applied.

The 2nd layer of glass beads shall comply with AASHTO M247 Type 2.

Both bonded core elements and glass beads must be surface treated for use with thermoplastic under the manufacturer’s instructions.

The bonded core elements (surface-drop) shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic. All “dry performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All “wet performing” microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the oil immersion method.

Gradations for the Bonded Core Elements

Element Gradations Mass Percent Passing (ASTM D1214)		
US Mesh	Micron	“S” series
12	1700	85-100
14	1410	70-96
16	1180	50-90
18	1000	5-60
20	850	0-25
30	600	0-7

A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1 % solution (by weight) of sulfuric acid. The 1 % acid solution shall be made by adding 5.7 cc of concentrated acid into 1000 cc of distilled water.

The bonded core elements shall be surface treated to optimize embedment and adhesion to the thermoplastic binder.

Minimum retroreflectivity values [mcd(ft²)(fc)] metric equivalent [mcd(m²)(lux)] are shown below:

Minimum Initial Retroreflectivity Values

Test Method	White	Yellow
Dry (ASTM E1710)	700	500

Wet recovery (ASTM E2177)	280	250
Wet continuous (ASTM E2832)	90	75

Note: Increased element drop may be necessary to compensate for increased surface area characteristic of rough pavement surfaces.

Mobile truck mounted applicators shall be capable of traveling at a uniform, predetermined speed over variable road grades to produce uniform application of striping material, following straight lines and making normal curves in a true arc. The equipment shall be capable of air blasting the pavement, applying the stripe and immediately dropping the bonded core elements and glass beads in a single pass at speeds of up to 8 MPH.

Walk-behind cart applicators shall be capable of uniform application of striping material at walking speeds, following straight lines and making tight turns symbols and legends. Mobile equipment must be available to air blast the areas immediately prior to hand cart application. The walk-behind cart shall be capable of applying the molten binder and immediately dropping the bonded core elements and glass beads in a single pass at walking speeds.

The equipment shall be capable of application of bonded core elements and glass beads to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the binder application device. The bead dispenser for the second drop shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first drop (bonded core elements).

The applicator for the bonded core elements and glass beads shall be capable of delivering a uniform drop rate at required application speeds. The bonded core elements and glass beads are applied such that they appear uniform on the entire traffic marking.

The specified reflective media shall be dropped immediately after binder application. Reflective media consists of retroreflective elements followed by glass beads commonly called “Double-Drop” and shall be applied to achieve the application rates shown below.

Bonded Core Element Application Rates for Thermoplastic Binders

Units	Minimum for smooth pavement surfaces
Lb. per 4 in. ln. ft.	0.022
Lb. per 100 sq. ft.	6.6
Gr. per 4 in. ln. ft.	10

Note: Increased element drop may be necessary to compensate for increased surface area characteristic of rough pavement surfaces

Application Rates for Glass Beads

Units	AASHTO M247 (Type 2)
Lb. per 4 in. ln. ft.	0.048
Gr. per 4 in. ln. ft.	22
Lb. per 100 sq. ft.	14.4

Note: Increased glass bead may be necessary to compensate for increased surface area characteristic of rough pavement surfaces

Within 3-7 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the Contractor shall test the retroreflectivity using a reflectometer in the presence of the Engineer under ASTM E1710. For continuous lines, reflectance measurements must be made at approximately 20 feet intervals. For skip lines, measurements must be taken at two random locations on each skip. The Contractor shall provide all equipment necessary to conduct field tests.

Retroreflective pavement markers to be installed along with thermoplastic traffic striping shall conform to the provisions in Section 81-3.02C, "Retroreflective Pavement Markers," of the Standard Specifications and these special provisions.

Full compensation for furnishing and installing retroreflective pavement markers shall be considered as included in the contract unit price paid for the various thermoplastic traffic striping requiring retroreflective pavement markers, and no additional compensation will be allowed.

The quantity of thermoplastic traffic stripes (Enhanced Wet-Night Visibility) to be paid for will be determined by measuring the length of traffic stripes applied. No deductions will be made for gaps in traffic striping. Payment for thermoplastic traffic stripes will be made at the contract unit price bid per linear foot of **Thermoplastic Striping**.

The quantity of thermoplastic pavement markings (Enhanced Wet-Night Visibility) to be paid for will be determined by the actual area of pavement markings applied. Payment for thermoplastic pavement markings will be made at the contract unit price bid per square foot of **Thermoplastic Pavement Markings**.

SP-18 SHOULDER BACKING

Shoulder backing must comply with Section 19-9, "Shoulder Backing" of the Standard Specifications and these special provisions.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.02, "Measurement," of the Standard Specifications, except that the weight of water in the aggregate will not be determined and no deduction will be made from the weight of material delivered to the work.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Shoulder Backing**, and no additional compensation will be allowed.

SP-19 HMA DIKE (TYPE E) PAINT WHITE

Type E Hot Mix Asphaltic Concrete dike shall be installed to the limits shown and conform to the applicable provisions of Section 39 of the Caltrans Standard Specifications. The HMA dike shall be installed on pavement only and painted white.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing AC Dike and constructing HMA Dike, complete in place, as specified in

the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **HMA Dike (Type E) Paint White**, and no additional compensation will be allowed.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART VII – DRAWINGS & PERMITS

DRAWINGS:

Sheet 1:	Cover Sheet
Sheet 2-8:	Warnerville Road
Sheet 9-13:	Bentley Road and Construction Details
Sheet 14:	Construction Details

PERMITS: None

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

**PART VIII – REVISED STANDARD PLANS AND REVISED
STANDARD SPECIFICATIONS**

STANDARD PLANS LIST

The standard plan sheets applicable to this Agreement include those listed below.

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A10A	Abbreviations (Sheet 1 of 2)
A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)

Pavement Markers, Traffic Lines, and Pavement Markings

RSP A20A	Pavement Markers and Traffic Lines Typical Details
RSP A20B	Pavement Markers and Traffic Lines Typical Details
A20D	Pavement Markers and Traffic Lines Typical Details
A24D	Pavement Markings Words
A24E	Pavement Markings Words, Limit and Yield Lines

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

RSP A87B	Hot Mix Asphalt Dikes
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TEMPORARY TRAFFIC CONTROL SYSTEMS

RSP T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
RSP T12	Traffic Control System for Half Road Closure on Multilane Conventional Highways and Expressways
RSP T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

REVISED STANDARD PLANS

The revised standard plans (RSPs) are included starting on page VIII-2.

REVISED STANDARD SPECIFICATIONS

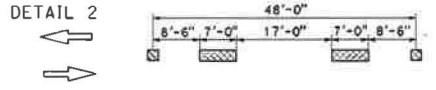
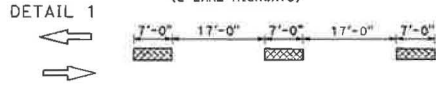
The revised standard specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Alita Farouk
 REGISTERED CIVIL ENGINEER
 April 20, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

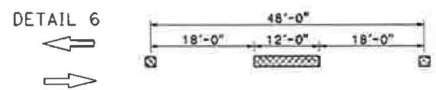
2015 REVISED STANDARD PLAN RSP A20A

CENTERLINES
(2 LANE HIGHWAYS)



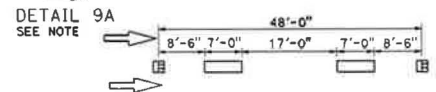
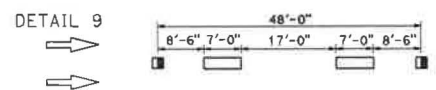
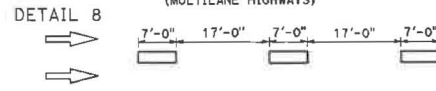
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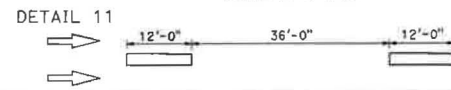


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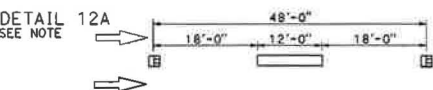
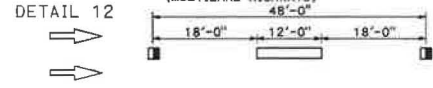
LANELINES
(MULTILANE HIGHWAYS)



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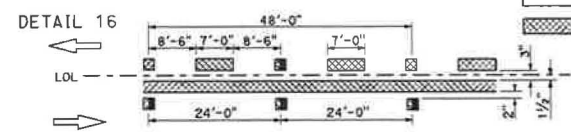
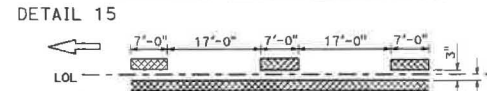


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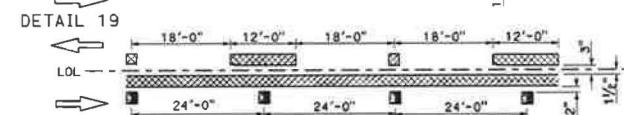
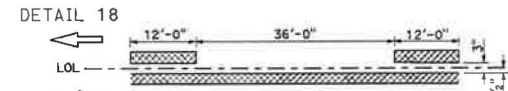
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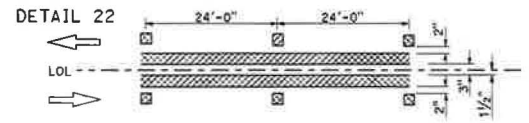


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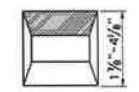
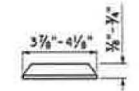
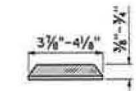
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LEGEND

- MARKERS**
- TYPE C RED-CLEAR RETROREFLECTIVE
 - TYPE D TWO-WAY YELLOW RETROREFLECTIVE
 - TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 - TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D

TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

NOTE:
FOR FREEWAY APPLICATION ONLY

RSP A20A DATED APRIL 20, 2018 SUPERSEDES RSP A20A DATED JULY 21, 2017 AND STANDARD PLAN A20A DATED OCTOBER 30, 2015 - PAGE 12 OF THE STANDARD PLANS BOOK DATED 2015.

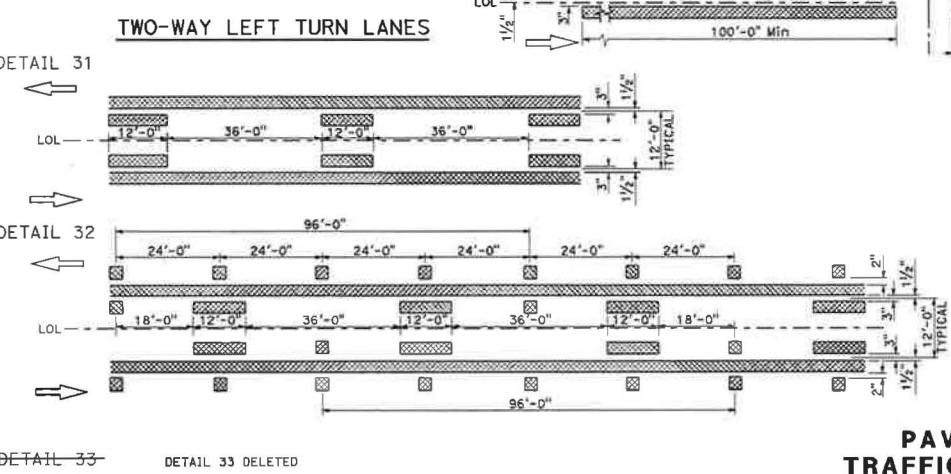
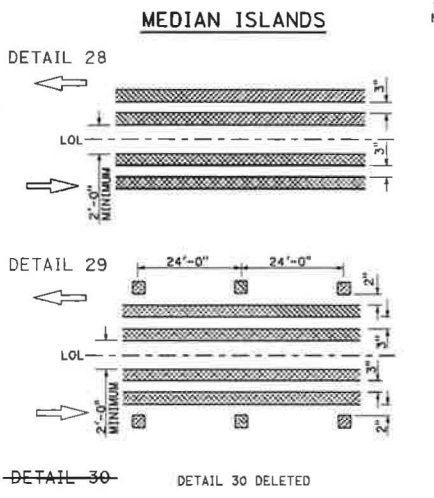
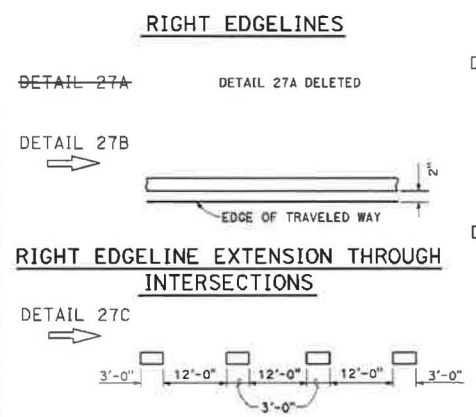
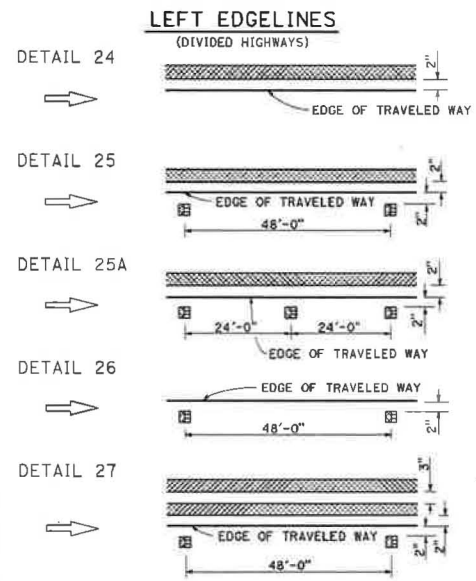
REVISED STANDARD PLAN RSP A20A

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Atifa Farooq
 REGISTERED CIVIL ENGINEER
 No. C80402
 Exp. 3-31-19
 STATE OF CALIFORNIA

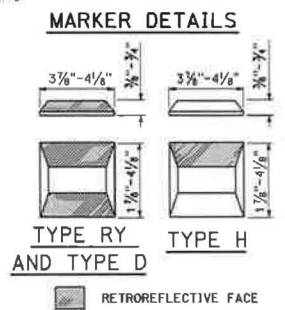
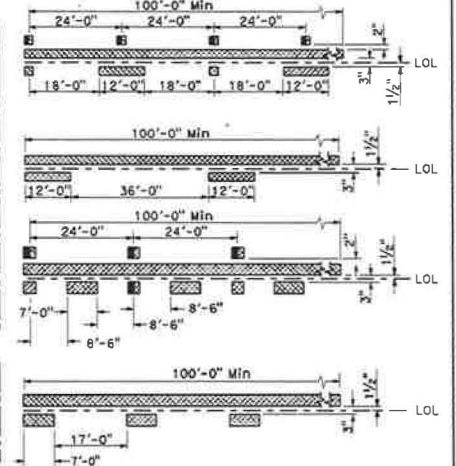
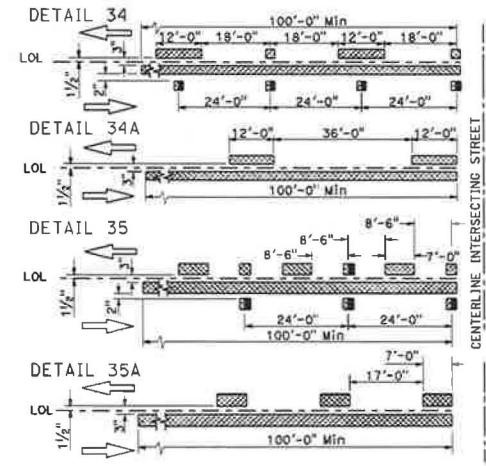
April 20, 2018
 PLANS APPROVAL DATE
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2015 REVISED STANDARD PLAN RSP A20B



LEGEND

MARKERS		LINES	
☒ TYPE D	TWO-WAY YELLOW RETROREFLECTIVE	▭ 6" WHITE	
☒ TYPE H	ONE-WAY YELLOW RETROREFLECTIVE	▨ 6" YELLOW	
☒ TYPE RY	RED-YELLOW RETROREFLECTIVE		



PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

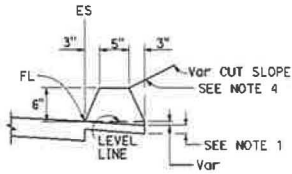
RSP A20B DATED APRIL 20, 2018 SUPERSEDES RSP A20B DATED JULY 21, 2017 AND STANDARD PLAN A20B DATED OCTOBER 30, 2015 - PAGE 13 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A20B

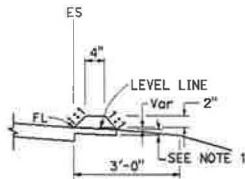
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO.	TOTAL SHEETS

Mark Johnson
 REGISTERED CIVIL ENGINEER
 January 15, 2016
 PLANS APPROVAL DATE
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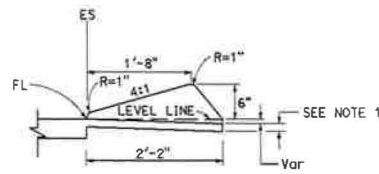
TO ACCOMPANY PLANS DATED _____



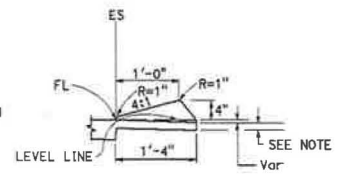
TYPE A
See Notes 3 and 5



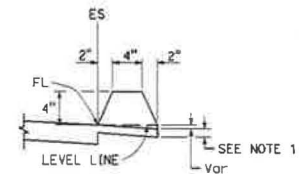
TYPE C



TYPE D

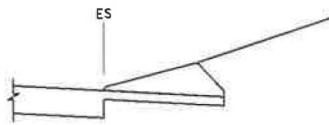


TYPE E

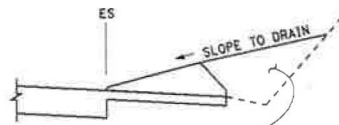


TYPE F
See Note 5

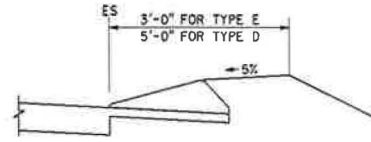
DIKES



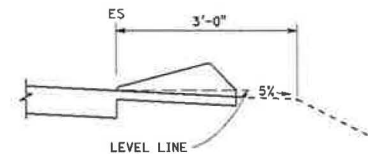
CASE C-1
Cut Slope



CASE C-2
Cut Slope



CASE F



CASE R
See Note 2

TYPE D AND E BACKFILL DETAILS

NOTES:

- For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint at the ES. For projects with OGFC shoulders, do not extend OGFC under dike. See project plans for modified dike detail.
- Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
- Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
- Fill and compact with excavated material to top of dike.
- Use Type A or F dike where dike is required with guardrail installations. See Standard Plan A77M4 for dike positioning details. See Standard Plan A77N3 for hinge point offsets with guardrail.

DIKE QUANTITIES

TYPE	CUBIC YARDS PER LINEAR FOOT
A	0.0135
C	0.0038
D	0.0293
E	0.0130
F	0.0066

Quantities based on 5% cross slope.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

HOT MIX ASPHALT DIKES



NO SCALE

RSP A87B DATED JANUARY 15, 2016 SUPERSEDES STANDARD PLAN A87B DATED OCTOBER 30, 2015 - PAGE 126 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP A87B

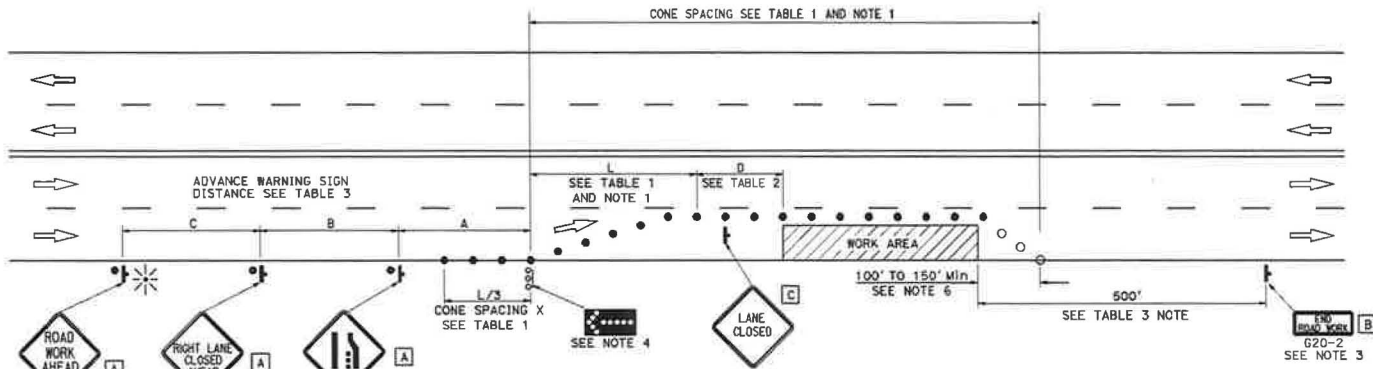
2015 REVISED STANDARD PLAN RSP A87B

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS


 REGISTERED CIVIL ENGINEER
 April 20, 2018
 PLANS APPROVAL DATE


TO ACCOMPANY PLANS DATED _____

2015 REVISED STANDARD PLAN RSP T11



TYPICAL LANE CLOSURE







NOTES:

- See Revised Standard Plan RSP T9 for tables.
- Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- Provide at least one person to continuously maintain traffic control devices for lane closures.




NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
6. Length may be reduced by the Engineer to address site conditions.
7. Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
8. For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

LEGEND

-  TRAFFIC CONE
-  TRAFFIC CONE (OPTIONAL TAPER)
-  TEMPORARY TRAFFIC CONTROL SIGN
-  FLASHING ARROW SIGN (FAS)
-  FAS SUPPORT OR TRAILER
-  PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

-  A 48" x 48"
-  B 36" x 18"
-  C 30" x 30"

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS**
NO SCALE

RSP T11 DATED APRIL 20, 2018 SUPERSEDES STANDARD PLAN T11
DATED OCTOBER 30, 2015 - PAGE 252 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP T11

LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡ FLASHING ARROW SIGN (FAS)
- ⊞ FAS SUPPORT OR TRAILER
- ⊛ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 24" x 24"
- C 36" x 18"

NOTES:

See Revised Standard Plan RSP T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
Provide at least one person to continuously maintain traffic control devices for lane closures.

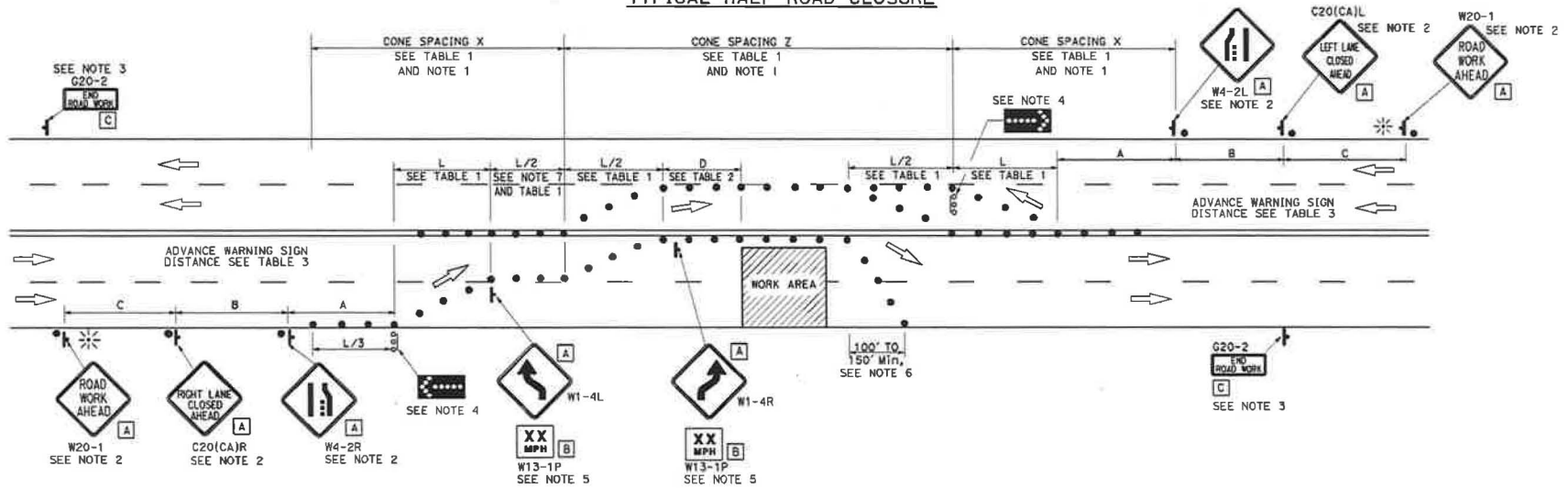
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
Robert D. McNamee
April 20, 2018
PLANS APPROVAL DATE
No. C68559
Exp. 9-30-19
CIVIL
STATE OF CALIFORNIA
REGISTERED PROFESSIONAL ENGINEER

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TO ACCOMPANY PLANS DATED _____

TYPICAL HALF ROAD CLOSURE



NOTES:

- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
- A minimum 1500' sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
- Advisory speed will be determined by the Engineer. The W13-1P Plaque will not be required when advisory speed is more than the posted or maximum speed limit.
- Length may be reduced by the Engineer to address site conditions.
- The tangent (L/2) shall be used.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR HALF ROAD CLOSURE ON
MULTILANE CONVENTIONAL
HIGHWAYS AND EXPRESSWAYS**

NO SCALE

RSP T12 DATED APRIL 20, 2018 SUPERSEDES STANDARD PLAN T12
DATED OCTOBER 30, 2015 - PAGE 253 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP T12

NOTES:

See Revised Standard Plan RSP T9 for tables.

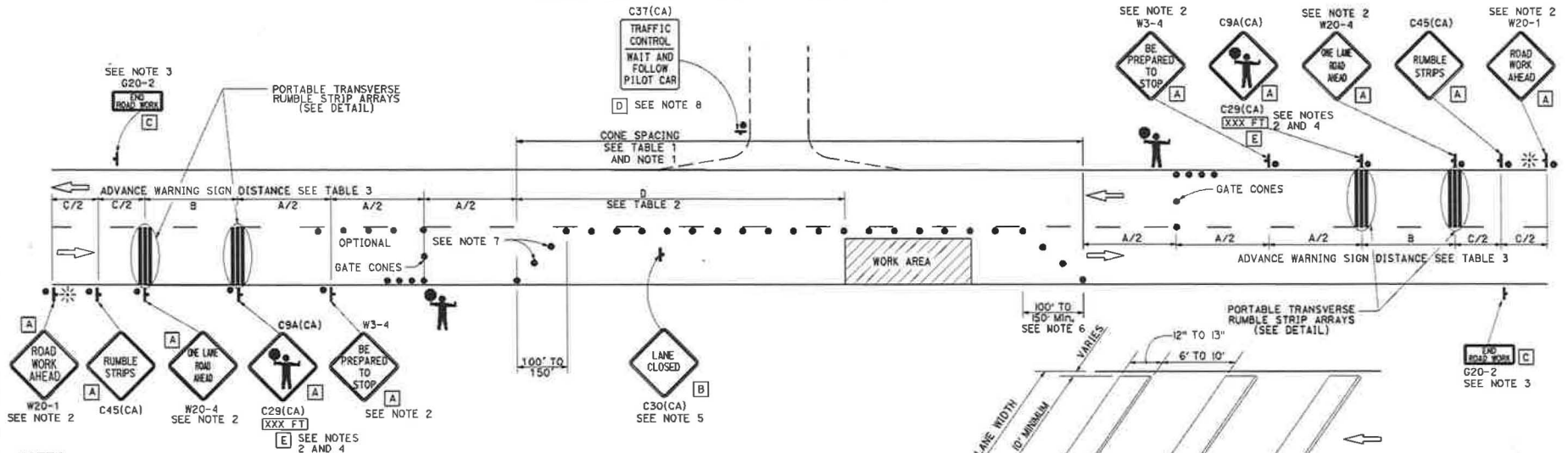
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.

Provide at least one person to continuously maintain traffic control devices for lane closures.

STATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER
April 20, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF DRAWINGS OR PORTIONS OF THIS PLAN SHEET.

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL

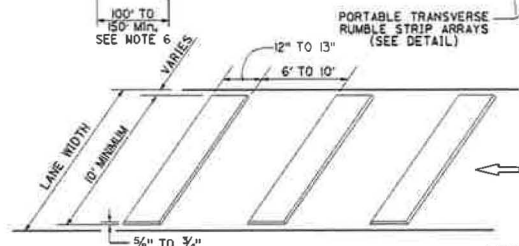


TO ACCOMPANY PLANS DATED _____

2015 REVISED STANDARD PLAN RSP T13

NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
3. A G20-2 "END ROAD WORK" sign, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
4. An optional C29(CA) sign may be placed below the C9A(CA) sign.
5. Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area. They are optional if the work area is visible from the flagger station.
6. Length may be reduced by the Engineer to address site conditions.
7. Either traffic cones or barricades shall be placed on the taper. Barricades shall be Type I, II, or III.
8. When a pilot car is used, place a C37(CA) "TRAFFIC CONTROL-WAIT AND FOLLOW PILOT CAR" sign with black legend on white background at all intersections, driveways and alleys without a flagger within the traffic control area.



LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⊛ PORTABLE FLASHING BEACON
- ⚑ FLAGGER

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**TRAFFIC CONTROL SYSTEM
FOR LANE CLOSURE ON
TWO LANE CONVENTIONAL
HIGHWAYS**

NO SCALE
RSP T13 DATED APRIL 20, 2018 SUPERSEDES STANDARD PLAN T13
DATED OCTOBER 30, 2015 - PAGE 254 OF THE STANDARD PLANS BOOK DATED 2015.

SIGN PANEL SIZE (Min)	
A	48" x 48"
B	30" x 30"
C	36" x 18"
D	36" x 42"
E	20" x 7"