

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

SPECIFICATIONS

FOR

**Intersection Safety Improvement Project
Ladd Road And St. Johns Road
Contract No. 9655**

BOARD OF SUPERVISORS

Kristen Olsen, Chairwoman	District No. 1
Vito Chiesa, Vice Chairman	District No. 2
Terrance Withrow	District No. 3
Tom Berryhill	District No. 4
Jim DeMartini	District No. 5

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

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



A handwritten signature in blue ink, appearing to read "Theron Roschen", written over a horizontal line.

Approved By: _____
Theron Roschen, P.E.

Bid Opening Time and Date: 2:00 p.m., July 8, 2020

COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the Intersection Safety Improvement Project – Ladd Road and St’ Johns Road. Estimated construction cost for this project is less than \$558,905. The work to be accomplished includes road widening, grading, drainage appurtenances, asphalt overlay, slurry seal signage and striping.

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 roschent@stancounty.com or fax your questions to (209) 541-2509, Attn: Theron Roschen.

Bid forms are provided in the Section titled “Bid Proposal”. Bids shall be submitted in a sealed envelope and plainly marked “**Bid Proposal for Intersection Safety Improvement Project – Ladd Road and St. Johns Road,**”. Bid envelopes shall be addressed and delivered to: Stanislaus County Public Works Department, 1716 Morgan Road Modesto, California, 95358 prior to **2:00 p.m., July 8, 2020**, as evidenced by the Administrator’s date/time stamp on the envelopes. The bids will be publicly opened and read by the the Administrator after bid closing at the Public Works Office.

EVENT DESCRIPTION	ANTICIPATED DATE
Project Advertisement	June 8, 2020
Last Day Contractors Clarification Requests	July 2,2020
Issuance of Addendum (if required)	July 6,2020
Bid Opening	July 8, 2020
Board Approval of Contract	August 25, 2020
Notice to Proceed	September 24, 2020

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.

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.

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 Stanislaus County Public Works Department.

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 Intersection Safety Improvement Project – Ladd Road and St. Johns Road"** and addressed to Stanislaus County Public Works Department, 1716 Morgan Road Modesto, California, 95358. 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 Department of Public Works office (Attention: Marcie Ryan) 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 **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: Theron Roschen, 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

Intersection Safety Improvement Project – Ladd Road and St. Johns 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

Ladd Road and St. John Road Intersection Improvement Project

ITEM NO.	SP NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-02	WATER POLLUTION CONTROL (WPC)	1	LS		
2	SP-05	DUST CONTROL	1	LS		
3	SP-06	MOBILIZATION	1	LS		
4	SP-07	TEMPORARY TRAFFIC CONTROL	1	LS		
5	SP-09	CLEARING AND GRUBBING	1	LS		
6	SP-10	PORTABLE CHANGEABLE MESSAGE SIGNS	3	EA		
7	SP-12	REMOVE FENCE	122	LF		
8	SP-13	REMOVE DISPOSE AND INSTALL NEW CONCRETE MOW BAND	88	LF		
9	SP-14	RESET ROADSIDE SIGN	2	EA		
10	SP-15	EARTHWORK/ROADWAY EXCAVATION (F)	374	CY		
11	SP-16	AGGREGATE BASE	342	CY		
12	SP-17	HOT MIX ASPHALT (HMA)	1713	TON		
13	SP-18	CRACK SEAL	1	LS		
14	SP-18	ASPHALT SKIN PATCH	403	SF		
15	SP-18	FULL DEPTH ASPHALT PLUG	20	CY		
16	SP-18	DIG-OUTS (LOCALIZED PAVEMENT REMOVAL AND REPLACEMENTS)	20	CY		
17	SP-19	AC DIKE (PAINTED)	342	LF		
18	SP-20	INSTALL FENCE	122	LF		
19	SP-21	COLD PLANE ASPHALT CONCRETE PAVEMENT	447	SY		
20	SP-22	MONUMENT PRESERVATION AND RESTABLISHMENT	12	EA		
21	SP-24	RAPID SETTING SLURRY SEAL (TYPE II)	3053	SY		
22	SP-25	THERMOPLASTIC STRIPE PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY) AND REFLECTIVE MARKERS	1	LS		
23	SP-26	SHOULDER BACKING	215	TON		
24	SP-27	RUMBLE STRIP: EDGE LINE (GROUND-IN INDENTATIONS)	3536	LF		

ITEM NO.	SP NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
25	SP-27	RUMBLE STRIP: CENTERLINE (GROUND-IN INDENTATIONS)	462	LF		
26	SP-28	INSTALL ROCK WELL(S)) WITH DRAINAGE APPURTENANCES	1	LS		
27	SP-29	ADJUST SURVEY MONUMENT FRAME AND COVER	2	EA		
28	SP-30	AS-BUILT DRAWINGS	1	LS		
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

Intersection Safety Improvement Project – Ladd Road and St. Johns 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

Note: The following documents below must be completed, signed, and submitted to 1716 Morgan Road, Modesto, CA 95358 no later than 4:00 p.m. on the 4th business day after bid opening.

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** (not required for Road Maintenance Projects) 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 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. Notification of insurance cancellation to the County will be contractors' responsibility.

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.

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.

I acknowledge the insurance requirements listed above.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

See Insurance Requirements Acknowledgement

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: _____

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		
Umbrella 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.

NON-COLLUSION 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. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
	Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> </div> OR Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> </div>

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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 for Part II, later.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.	• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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 Pub. 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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 line 1 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

***Note:** The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft 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 corporation, 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 Intersection Safety Improvement Project - Ladd Road and St. John Road for which bids are to be opened at Stanislaus County Stanislaus County Public Works Department, 1716 Morgan Road Modesto, California, 95358, July 8, 2020.

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.

RELATIONS WITH RAILROAD

This project does not involve the use of railroad properties or adjustments to railroad facilities.

STATE PREVAILING WAGE RATES

For current rates go to the California Department of Industrial Relations webpage at the following:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE

COUNTY OF STANISLAUS CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into 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 a construction contract in the amount of _____ to Contractor for the following project.

Intersection Safety Improvement Project – Ladd Road and St. Johns Road County Contract Number: 9655

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 _____ **Dollars** (\$_____) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

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
Public Works Request for Proposal
Contractor's Response
Project Plans
Project Specifications
State Standard Specifications and Standard Plans
County's Insurance Requirements – (Exhibit B)
Encroachment Permit (if applicable)
Form FHWA-1273 (if applicable)

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.

SAMPLE

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
Department of Public Works

CONTRACTOR

By: _____
David A. Leamon, PE, MPA
Director

By: _____

APPROVED AS TO FORM:
Thomas E. Boze, County Counsel

By: _____
Todd James
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:_____
Name_____
Address_____
City/State/Zip**SURETY:**_____
Name_____
Principal Place of Business_____
City/State/Zip**CONSTRUCTION CONTRACT:****CONTRACT NUMBER:**

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

CONTRACTOR:

Company: (Corp. Seal)

Signature_____
Name_____
Title**SURETY:**

Company: (Corp. Seal)

Signature_____
Name_____
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 back charges, 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 here from 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:_____
Name_____
Address_____
City/State/Zip**SURETY:**_____
Name_____
Principal Place of Business_____
City/State/Zip**CONSTRUCTION CONTRACT:****CONTRACT NUMBER:**

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

CONTRACTOR:

Company: (Corp. Seal)

Signature_____
Name_____
Title**SURETY:**

Company: (Corp. Seal)

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 make 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.

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:

None

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.

Withholding of Retention Monies

Pursuant to and in accordance with the provisions of Public Contract Code Section 20146, the County shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

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.

None

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.

None

SC-12 FEDERAL AID CONSTRUCTION CONTRACTS

Not Applicable

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

At or before the date specified in Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the classes of insurance in the form and with limits and deductibles *as specified in Exhibit B*.

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 Section 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.

COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

PART VI – SPECIAL PROVISIONS

SP-01 ORDER OF WORK

The Contractor shall construct the project in stages generally described as follows, unless otherwise approved by the Engineer:

Stage 1: Clearing and Grubbing.

Stage 2: Construct roadway and utility improvements along the south side of Ladd Road while maintaining access to properties within the project limits. Two-way traffic is to be maintained along Ladd Road at all times. The drainage trench should be covered with a traffic rated metal plate during non-working hours.

Stage 3: Construct roadway and utility improvements along the north side of Ladd Road while maintaining access to properties within the project limits. Two-way traffic is to be maintained along Ladd Road at all times. Grind off existing striping and install temporary centerline delineators in areas where the roadway is narrowed during the installation of drainage facilities. The drainage trench should be covered with a traffic rated metal plate during non-working hours. Place temporary centerline delineators in the centerline of the road.

Stage 4: Construct pre-overlay roadway rehabilitation improvements along Ladd Road while maintaining two-way traffic. Flagging operations are allowed during non-peak travel times.

Stage 5: Slurry seal the west side of St. John Road from station 51+18 to the intersection with Country Club Drive, as shown on sheet C5.2, while maintaining two-way traffic. Flagging operations are allowed during non-peak travel times.

Stage 5: Place Hot Mix Asphalt overlay while maintaining two-way traffic. Flagging operations are allowed during non-peak travel times.

Stage 7: Place all permanent traffic striping and pavement markings.

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

Within fifteen (15) calendar days of the date shown on the Notice to Proceed the Contractor shall provide submittals to the Engineer as specified in these special provisions. The submittals shall consist of manufacturer's shop drawings, specifications, and the performance characteristics of the equipment specified on the Plans and in these Special Provisions.

The Engineer shall have a maximum of fifteen (15) calendar days in which to review and approve or reject each submittal from the Contractor.

The Contractor shall submit a Water Pollution Control 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 submit a Lead Compliance Plan for review and approval by the Engineer prior to removal of any striping.

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.

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.

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

SP-02 WATER POLLUTION CONTROL (WPC)

The project is less than one acre of land surface and is not part of a larger common plan or development so therefore it is exempt from the requirements of the NPDES General Permit for “Storm Water Discharges Associated with Construction and Land Disturbance Activities” (Order No. 2009-0009-DWQ, NPDES No. CAS000002).

The Contractor shall submit a water pollution control plan to the Engineer for approval prior to beginning construction activities. The Contractor shall use the Caltrans WPCP Template to develop their WPCP. A copy of the template can be found at the following website:

<http://www.dot.ca.gov/hq/construc/stormwater>

Full compensation for preparing, submitting for approval, monitoring, updating, and implementing the water pollution control plan as specified in these special provisions and as directed by the Engineer shall be considered as included in the contract lump sum price paid for Water Pollution Control (WPC), and no additional compensation will be allowed.

SP-03 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.

Full compensation for preparation and submittal of a progress schedule 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-04 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 survey monuments, utility boxes, manhole covers, etc., and establish swing ties or temporary markers.

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.

SP-05 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 Dust Control, and no additional compensation will be allowed.

SP-06 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-07 TEMPORARY TRAFFIC CONTROL

Flagging, construction area signs, temporary rail (Type K), 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.

Prior to the start of project construction along roadways, the contractor shall develop and implement a traffic control plan for the Ladd Road and St; Johns Road intersection, and for the drainage facility installation. Traffic control plans shall include such items as traffic control requirements, resident notification of access closure, and daily access restoration. The contractor shall specify dates and times of road closures or restrictions, if any, and shall ensure that adequate access will be provided for emergency vehicles. The plans shall be coordinated with the Stanislaus County Sheriff’s Department and the Fire Districts, as appropriate, if construction will require road closures or lane restrictions.

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 at all time, except as noted.

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.

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 or 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 flaggers 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, during active construction, and controlled by "Flagging" or specified otherwise. When construction operations are not actively in progress, no less than one lane in each direction shall be open to public traffic. Flagging operations must be approved by the engineer and will generally only be allowed between the hours of 9:00am and 2:00pm.

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.

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.

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. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Whenever lane lines and centerlines are obliterated, the minimum lane line 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 lane line 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. Temporary pavement delineation shall be in accordance with temporary traffic control, or permanent pavement delineation at the determination of 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 all labor, materials, tools, flagging, equipment and incidentals, for preparing and submitting lane closure plans and for doing all work involved in maintaining traffic, including 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, 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, 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-08 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. Non-potable water must be recycled or other sources in accordance with State Standards and Regulations.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with watering 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-09 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provision in Section 17-2, "Clearing and Grubbing," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

It shall be the contractor's responsibility to remove all obstructions within the right of way which interfere with the work shown on the drawings. The location of the obstructions shown on the plans is figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

All improvements remaining either wholly or partially within the right of way that interfere with the work, including, but not limited to, retaining walls, footings, walks, curbs, saw, paving, and slabs above ground, trees, stumps, roots, tree trimming, orchard and landscaping irrigation pipes, valves and hose bibs shall be demolished and removed as part of the work included under clearing and grubbing.

The Contract lump sum price for Clearing and Grubbing, shall include full compensation for furnishing all labor, materials, tools, equipment, refuse disposal fees, and incidentals for doing all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for work involved with Clearing and Grubbing and no additional compensation will be allowed.

SP-10 PORTABLE CHANGEABLE MESSAGE SIGNS

Three (3) Portable changeable message signs shall be provided and be in operation during the project. Signs must conform to Section 12-3.12, "Portable Changeable Message Signs," of the State Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location and removing the portable changeable message signs, as shown on the plans and in accordance with the Standard Specifications, these Special Provisions and as directed by the Engineer shall be considered as included in the lump sum price paid for Portable Changeable Message Signs and no additional compensation will be allowed.

SP-11 REMOVAL OF EXISTING TRAFFIC STRIPING, MARKERS, AND PAVEMENT MARKINGS

Removal of Traffic Stripes and Pavement Markings must conform to Section 84-9.03B of the Standard Specifications. Refer to SP-10 for "Environmental Mitigation". The lead compliance plan must be submitted and approved prior to removing thermoplastic striping and pavement markings. All traffic stripes and pavement markings shall be removed by grinding that does not materially damage the existing pavement.

Pavement markings images shall be removed in such a manner that the old Message cannot be identified. The pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking.

Residue resulting from removal operations shall be removed from pavement surface by sweeping vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

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.

Prior to the start of project construction, the traffic striping on the project site shall be tested for the presence of heavy metals that exceed hazardous waste thresholds established by the California Code of Regulations. If heavy metals that exceed concentrations established by the California Code of

Regulations are found, then the contractor shall treat the traffic striping and hazardous waste and dispose of it at a Class 1 disposal facility. Alternatively, the contractor may choose to treat the traffic striping as hazardous waste without testing and dispose of the striping at a Class 1 disposal facility if the volume of striping material is low.

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 furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removal of various existing traffic striping, markers, and pavement markings, lead compliance plan all in accordance with the plans, specifications and Special Provisions shall be considered 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-12 REMOVE FENCE

Removing fence shall conform to the provisions in Section 80-15, "Existing Fences", and Section 15 "Existing Facilities" of the Standard Specifications and these Special Provisions.

Fence designated on the plans to be removed shall be removed and disposed of.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with removing fence all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the Remove Fence and no additional compensation will be allowed.

SP-13 REMOVE DISPOSE AND INSTALL NEW CONCRETE MOW BAND

Concrete Mow band designated on the plans to be removed, shall be removed and disposed of. Removed concrete mow band shall be disposed of outside of the highway right of way in accordance with the provisions in Section 15-3, "Concrete Removal" of the Standard Specifications.

New minor concrete mow band must comply with the plans, Section 73, "Concrete Curb and Sidewalks," of the State Standard Specifications and Section 3.16, "Concrete Curbs and Sidewalks," of the County Standard Specifications, and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing and disposing the concrete mow band, and installing new concrete mow band in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Remove Dispose and Install Concrete Mow Band and no additional compensation will be allowed.

SP-14 RESET ROADSIDE SIGNS

Existing roadside signs shall be removed and relocated at new locations shown on the plans. Each roadside sign shall be installed at the new location on the same day said sign is removed from its original location.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in resetting roadside signs, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Reset Roadside Signs and no additional compensation will be allowed.

SP-15 EARTHWORK / ROADWAY EXCAVATION (F)

Earthwork shall conform to the requirements of Section 19, "Earthwork," of the Standard Specifications, except as herein provided.

The Contractor shall excavate only as much trench as can effectively backfilled in the same day. All trenches in the roadway area shall be paved with temporary paving the same day the pavement cut is made. All trenches shall be backfilled so that traffic can cross at the close of each days work or protected to the satisfaction of the Engineer. There shall be no open trench left in the roadway area after normal working hours.

Material Testing shall be per SC-6, "Control of Materials" of the Special Conditions.

Street embankments and cut areas shall be graded and compacted as described in this Section. After all utilities and storm sewers have been installed, the subgrade shall be fine graded and restored to required grade, and then proof-rolled, utilizing a fully loaded tandem axle truck having a gross weight not less than 40,000 pounds and with the tires inflated to not less than 70 psi.

Should any "pumping" or displacement be observed during the proof-rolling, the defective area(s) shall be excavated to a depth no less than 18 inches below subgrade and backfilled with suitable material, thoroughly compacted in eight (8) inch lifts of uncompacted fill. If deemed appropriate by a geotechnical engineer, geogrid may be utilized below the base course material in lieu of additional excavation. The geogrid shall be installed in strict accordance to the manufacturer's recommendations with respect to overlap, depth of cover, etc.

Prior to installing geogrid, a copy of the manufacturer's literature shall be submitted to the Engineer along with the geotechnical engineer's recommendations. The locations of geogrid shall be indicated on the Record Drawings.

Proof-rolling shall be repeated until there is no evidence of "pumping" or displacement.

The quantities of structure excavation and structure backfill involved in excavation and backfilling pipe and other structures as shown on the Plans shall be considered included in the unit prices paid for the various items of work for which it applies and no separate payment will be made therefor.

Full compensation for Earthwork necessary for construction of Concrete Structures and Miscellaneous Concrete Construction shall be considered as included in the cost of the contract items for which it is related and no additional compensation will be allowed therefor.

The price paid for Earthwork / Roadway Excavation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, grading roadway ditch, embankment, transporting, filling, compacting and disposing of material, including filling between the back of walk and right of way, proof rolling, earthwork required for construction of asphalt concrete paving, concrete facilities, and roadway drainage as shown on the Plans and as specified in these Special Provisions shall be considered as included in the contract price paid for the Roadway Excavation (F) and no separate payment will be made therefor. The quantity of Roadway Excavation shall be considered a final pay quantity as per Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

SP-16 AGGREGATE BASE

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and

these Special Provisions.

Aggregate Base shall be Class 2.

Aggregate Base will be paid by the ton per Section 9 “Payment” and Section 26-1.04 “Payment” of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, 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 Aggregate Base, and no additional compensation will be allowed.

SP-17 HOT MIX ASPHALT (HMA)

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.

HMA 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 39-1.02E, “Aggregate,” 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 39-3, “Method Construction Process”, of the Standard Specifications. 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 39-1.12B, “Straightedge”, of the Standard Specifications. Profilograph 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, and no additional compensation will be allowed. Payment adjustments for price index fluctuations are not permitted.

SP-18 ROAD PREPARATION ITEMS

Road Preparation shall be in addition to all road preparation required by the Standard Specifications and these Special Provisions. Work to be performed under this section shall include crack seal, asphalt skin patch, full depth asphalt plug and digouts.

Crack Seal

Seal random cracks in existing surfacing ¼ inch wide or wider in existing asphalt concrete surfacing of traffic lanes and shoulders shall be prepared and filled with crack sealant and covered with sand.

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each shipment of crack sealant. The certificate shall certify that the sealant conforms to the specifications, and shall be accompanied with storage and heating instructions and cautions for the material.

Materials

Emulsified crack sealant shall conform to the provisions for asphaltic emulsion in Section 94, "Asphaltic Emulsions," of the Standard Specifications. The crack sealant shall be readily handled at ambient temperature, shall be capable of being stored for periods of up to 6 months, shall withstand freeze-thaw cycles and shall contain no volatile organic compounds which may contribute to air pollution. The base material shall remain ductile with aging and provide resiliency under extreme climatic conditions.

Emulsified crack sealant shall conform to the following requirements:

Property	Test Method	Requirements
Viscosity @ 25°C, SFS	ASTM Designation: D 244	25 - 150
Pumping stability	GB method, Note a	Pass
5-day settlement test, %	ASTM Designation: D 244	5.0 max.
Cement mixing test, %	ASTM Designation: D 244	2.0 max.
Sieve test, %	ASTM Designation: D 244	0.1 max.
Particle charge test	ASTM Designation: D 244, Note b	Positive
Residue, %	ASTM Designation: D 244, Notes b and c	64 min.
Test of Residue from ASTM Designation: D 244		
Viscosity @ 60°C cSt	ASTM Designation: D 2170	4500-9500

Notes:

a. Pumping stability is determined by charging 450 milliliters of emulsion into a one-L beaker and circulating emulsion through a gear pump (Roper 29 B22621) having a 6-mm inlet and outlet. The emulsion passes if there is not significant oil separation after circulating ten minutes.

b. Use test procedure ASTM Designation: D 244 except that distilled water shall be used in place of two percent sodium oleate solution.

c. ASTM Designation: D 244 Evaporation Test for percent of residue is modified by heating a 50-g sample to 149°C until foaming ceases, then cooling immediately and calculating results.

Unless otherwise directed by the Engineer, a 2-quart sample of emulsified sealant to be used in the work shall be submitted to the Engineer at least (Ten) days prior to beginning of the crack seal work.

Immediately following the application of crack sealant material, sand shall be applied on the crack sealant material. Sand shall be free from clay or organic material, and 90 percent to 100 percent shall pass a No 4 sieve and not more than 5 percent shall pass a No. 200 sieve. Sand shall be spread uniformly with the exact spread rate to be determined by the Engineer.

Preparation

Cracks to be filled and adjacent asphalt concrete surfacing shall be cleaned and shall be free of dirt, vegetation, debris and loose sealant. Cleaning shall be done by air blasting. Old sealant which protrudes above the asphalt concrete surfacing shall be completely removed. Routing will not be required.

Hot compressed air or other means, approved by the Engineer, shall be used to clean and dry the crack immediately prior to application of crack sealant.

When moisture is present, hot compressed air or other means, approved by the Engineer, shall be used to clean and dry the crack immediately prior to application of crack sealant.

Application

Crack sealant shall be applied only after the cracks and adjacent asphalt concrete surfacing have been cleaned and dried.

Crack sealant material shall be spread with a nozzle or device approved for use by the Engineer and be placed within the specified temperature range.

Cracks shall be squeegeed as necessary after application of the crack sealant material.

Within two (2) days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulders shall be resealed.

Light brooming shall be performed to remove loose excessive sand prior to opening a lane to public traffic that is not controlled by a pilot car.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying crack seal, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the lump sum price paid for Crack Seal and no additional compensation will be allowed.

ASPHALT SKIN PATCH

Asphalt skin patching shall be placed at the location and sizes as directed by the Engineer and as shown on the plans prior to applying overlay pavement.

Surface Preparation: Repair area to be swept and blown clean for proper adhesion. After the repair area is clean and dry CSS-1H tack coat will be applied to the entire repair surface.

Application:

After the tack coat has set, 3/8 inch Hot Mix Asphalt Type A shall be placed on the repair area. HMA shall conform to the provisions in “Hot Mix Asphalt” as described in SP-17 of these special provisions. The asphalt mix will be “feathered” to a zero thickness around the edges of the patch and compacted using a steel drum vibratory roller.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying asphalt skin patch, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Asphalt Skin Patch and no additional compensation will be allowed.

FULL DEPTH ASPHALT PLUG

This work shall consist of installing 3/4 inch Hot Mix Asphalt Type A under locations where AC Dike will be placed near utility poles as shown on the plans and as directed by the Engineer. This will be a 6” thick full depth AC plug (HMA lift not to exceed .25 ft). Tack coat shall be applied to all edges of the surface area prior to placing HMA. HMA shall conform to the provisions in “Hot Mix Asphalt” as described in SP-17 of these special provisions. For compaction, the Contractor shall use a steel drum vibratory roller.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying full depth asphalt plugs, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Full Depth Asphalt Plug and no additional compensation will be allowed.

DIG-OUTS (LOCALIZED PAVEMENT REMOVAL AND REPLACEMENT)

Dig-outs shall be performed at the location and sizes as directed by the Engineer and as shown on the plans prior to applying overlay pavement. Depth of the dig outs shall be 12 inches in depth and restored with 3/4 inch Hot Mix Asphalt Type A (HMA lift not to exceed 0.25 ft). Tack coat shall be applied to all edges of the dig outs prior to placing HMA. HMA shall conform to the provisions in “Hot Mix Asphalt” as described in SP-18 of these Special Provisions. The minimum dig out size shall be greater than 1 square yard with a minimum width of 4’, with no maximum size. Contractor shall extend milling and replacement of HMA one (1) foot beyond the marked Dig Out areas for the final lift of pavement for the Dig Out. For compaction, the Contractor shall use a steel drum vibratory roller.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing dig outs, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Dig-Outs (Localized Pavement Removal and Replacement and no additional compensation will be allowed.

SP-19 AC DIKE (PAINTED)

AC dikes shall conform to the provisions in Section 39, “Asphalt Concrete” of the Standard Specifications, Chapter 3 “Roads” of the County Standard Specifications, and these Special Provisions. Painted pavement markings (White) shall be applied in conformance with the provisions in Section 84, “Traffic Stripes and Pavement Markings,” of the Standard Specifications and these Special Provisions. Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing and painting AC dike, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for AC Dike (Painted) and no additional compensation will be allowed.

SP-20 INSTALL FENCE

The contractor shall furnish and install white, 2 rail vinyl fencing with sixteen posts. HUSKER VINYL, INC or approved equal. Use 5" x 5" x 5' Posts. 5" Standard Caps and 1/2" x 5 1/2" x 16' Ribbed Rails. Holes shall 8"-10" in diameter and 30" deep. Pour concrete around the posts and fill up to ground level.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing the fence, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Install Fence and no additional compensation will be allowed.

SP-21 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans or as required by incidental work.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater 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.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Cold Plane Asphalt Concrete Pavement, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract price paid for Cold Plane Asphalt Concrete Pavement and no additional compensation will be allowed.

SP-22 MONUMENT PRESERVATION AND RE-ESTABLISHMENT

Contractor shall review section 8771 and section 8725 of the business and professions code and section 605 of the California Penal Code to ensure that monument preservation has been properly addressed. This section will require a Licensed Land Surveyor.

The contractor is responsible for perpetuating, preserving, and re-establishing all survey monumentation. Prior to construction, all monuments shall be located and referenced by or under the direction of a licensed land surveyor. If based upon record research, no monuments exist, then a statement from a licensed Land surveyor that no monuments exist will be sufficient. A corner record or record of survey of the references shall be filed with the county surveyor. If the monument is inside an existing monument box, the contractor shall attempt to reuse the box. If the box is not reusable contractor shall obtain new monument boxes and lids from Stanislaus County Public Works at 1716 Morgan Road. After roadway construction is complete contractor shall have a Licensed Surveyor to mark the location for the placement of the monument box and contractor shall install the monument box and lid to finished grade then the contractor shall have a Licensed Surveyor install the monument inside the existing box and complete post project corner records or a record of survey shall be filed at the completion of the project.

When the project is creating a new roadway alignment, the contractor shall set new monument wells and survey monuments at the locations specified on the plans, per the County Standards. The contractor shall then prepare and record a post-construction record of survey or corner records of the new monuments placed. All work shall be performed by a licensed land surveyor and coordinated through the office of the County Surveyor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in preserving, re-establishing, and establishing the new survey monument shall be considered included in the contract unit price paid for by Monument Preservation and Re-Establishment, and no additional compensation will be allowed.

SP-23 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-24 RAPID SETTING SLURRY SEAL (TYPE II)

1 SCOPE

This work shall consist of mixing polymer modified asphalt emulsion, aggregate, mineral filler, set-control additives, and water and spreading the mixture on a surfacing or pavement where shown on the plans, as specified in these special provisions, and as directed by the Engineer. The mix should be capable of being spread in variably thick cross sections (wedges, wheel path depressions, scratch courses and surfaces) which, after curing and initial traffic consolidation, resist deformation throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. Rapid setting slurry seal shall

conform to the provisions of section 37 “Seal Coats” of the State Standards and these Special Provisions except as modified or appended herein.

2 MATERIALS

The material for Rapid setting slurry seal immediately prior to mixing shall conform to the following requirements:

2.1 ASPHALT EMULSION

Asphalt emulsion shall be homogenous and shall be a polymer MSE cationic asphalt emulsion conforming to the requirements of Section 94 “Asphaltic Emulsions” and these Special Provisions. The polymer material shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. The asphalt emulsion manufacturer shall certify that the emulsion contains a minimum of 4% polymer solids based on the mass of asphalt (asphalt residual) within the emulsion. The emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface, and shall be a homogeneous brown color throughout.

The polymer modified quick-setting quick-traffic asphalt emulsion shall conform to the following requirements when tested in accordance with the specified test method.

Tests on Emulsion

Test	Test Method	Requirement
Viscosity SSF @ 25° C	AASHTO T 59	15 - 90 sec
Sieve	AASHTO T 59	0.30 % max
Settlement , 5 days	ASTM D244	5 % max
Storage Stability, 1 day	AASHTO T 59	1 % max
Residue by distillation	California Test 331	62 % min

Tests on Residue

Test	Test Method	Requirement
Penetration @ 25°C, 100 gm, 5 sec.	AASHTO T 51	40-90 mm
Softening Point	AASHTO T 53	57°C min

2.2 WATER AND ADDITIVES

Water shall be of such quality that the asphalt will not separate from the emulsion before the Rapid setting slurry seal is in place on the pavement. If necessary, for workability, a set-control agent that will not adversely affect Rapid setting slurry seal may be used.

2.3 MINERAL FILLER

Mineral filler shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design. An increase or decrease of less than one percent may be permitted when the Rapid setting slurry seal is being placed if it is found to be necessary for better consistency or set times.

2.4 AGGREGATE

The mineral aggregate used shall be of the type and grade specified for the particular use of the Rapid setting slurry seal. Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed material with no rounded particles and shall be volcanic in origin. All aggregate shall be free of caked lumps and oversize particles.

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: "Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."

The percentage composition by mass of the aggregate shall meet the following grading requirements when tested in conformance with California Test 202:

TYPE II	
Sieve Size	Percentage Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	94 - 100
No. 8 (2.36 mm)	65 - 90
No. 16 (1.18 mm)	40 - 70
No. 30 (600 um)	25 - 50
No. 200 (75 um)	5 - 15

Test	Method	Requirement
Sand Equivalent	ASTM D2419	70 minimum
Durability Index	California Test 229	75 minimum
Abrasion Resistance*	ASTM C131	30% maximum after 500 revolutions

3 MIX DESIGN

At least 7 working days before Rapid setting slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and a proposed mix design covering the specific materials to be used on the project.

The tests and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed Rapid setting slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test	Requirement
Wet Cohesion	TB*139 @30 min. (set)	12 kg-cm minimum
	@60 min. (traffic)	20 kg-cm minimum (or near spin)
Excess Asphalt	TB 109	540 g/m[JF1] 2

		maximum
Wet Stripping	TB 114	Pass (90% minimum)
Wet Track Abrasion	TB 100 Six-day soak	810 g/m[JF2] 2 loss
Displacement	TB 147A	
	Lateral	report
	Specific Gravity after 1000 cycles of 56.8 kg	report
Classification Compatibility	TB 144	(AAA,BAA) 11 grade points minimum
Mix Time @ 25°C	TB 113	Controllable to 120 seconds minimum

* TB = Technical Bulletin

The original laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the test on individual materials, comparing their values to those required by the specifications. The report shall clearly show the proportions of aggregate, filler, water (minimum and maximum), set control additive, and asphalt solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall also report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made within the previous 12 months. The mix design will further show recommended changes in cement, water and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 38°C. This 38°C mixing report will not be required for projects requiring night time application or application in cool weather conditions.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project.

Once the proportions of materials to be used are approved by the Engineer, no substitution of other materials will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for those materials is approved by the Engineer.

4 PROPORTIONING

Aggregate, mineral filler, asphalt emulsion, water, and additives, including set-control agent if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous aggregate blend.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions. The component materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As required to produce proper mix consistency

The completed mixture, after addition of water and any set-control agent, shall be such that the Rapid setting slurry seal mixture has proper workability and (a) will permit a traffic flow without pilot-car-assisted traffic control on the Rapid setting slurry seal within one hour after placement, and (b) will prevent development of bleeding, raveling, separation or other distress within 15 days after placing the Rapid setting slurry seal. However, when ambient temperatures are below 55°F traffic may not be permitted on the Rapid setting slurry seal until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the contractor and the Engineer.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variable rate emulsion pump, if used, shall be calibrated and sealed in its calibrated condition in accordance with the Material Plant Quality Program (MPQP) prior to usage.

The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in accordance with MPQP and the requirements of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of three runs of at least 3 tons in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration.

The emulsion storage located immediately before the emulsion pump shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where it will monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when aggregate belt movement is interrupted. This second device will not be required where the aggregate delivery belt is an integral part of its drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds between sensing and shutdown of the operation will be permitted.

5 EQUIPMENT

The self-propelled mixing machine shall be equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute. Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume.

In addition to the requirements of the fourth paragraph of Section 5-1.10, "Equipment and Plants," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 2 inches in height, located on the front and rear of the vehicle.

The Rapid setting slurry seal mixture shall be spread by means of a spreader box conforming to the following requirements:

The spreader box shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively prevent loss of Rapid setting slurry seal from the ends of the box. All spreader boxes over 8 feet in application width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application on super elevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat.

The spreader box shall have a double strike-off blade design at the rear of the box. The first strike-off blade shall be made of steel or stiff rubber and the second strike-off blade (attached to the first blade) shall be made of a flexible material. Rear flexible strike-off blades shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform Rapid setting slurry seal coat. A secondary strike-off blade attached to the rear of the spreader box (located behind the double strike-off blades at the rear of the spreader box) shall be provided and shall be adjustable. It shall be designed and operated such that a uniform texture is achieved in the finished surface of the Rapid setting slurry seal.

Flexible fabric drags attached to the rear of the spreader box shall not be allowed. Strike-off blades (rubber) shall be cleaned or changed daily if problems with cleanliness and longitudinal scouring occur.

6 PREPARATION

Within the limits of the surface treatment Contractor shall remove any vegetation, all existing thermoplastic striping, thermoplastic legends, raised pavement markers and existing pavement shall be cleaned of all oil, debris, grease spots and weeds with an approved detergent immediately prior to the surfacing operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms.

Before surfacing is to be applied all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's surfacing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer.

7 PLACING

The Rapid setting slurry seal mixture shall be uniformly spread on the existing surfacing within the rate specified.

Rapid setting slurry seal shall only be placed when the ambient and pavement surface temperature is 50°F minimum and rising. Rapid setting slurry seal shall not be placed if rain is falling or is imminent or if there is the possibility that the finished product will freeze within 24 hours.

Before placing the Rapid setting slurry seal, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material.

Rapid setting slurry seal shall be spread at a rate within the following ranges of pound of dry aggregate per square yard (kilograms of dry aggregate per square meter).

The spread rate for Rapid setting slurry seal (Type II) shall be 15 lbs./SY.

The exact rate will be determined by the Engineer after taking into account the surface demand of the pavement, the size of the largest particles of aggregate and using the specific mass of the aggregate determined in the mix design. The completed spread will be within 10 percent of the rate determined by the mix design.

Longitudinal joints shall correspond with the edges of traffic lanes. The Engineer may permit other patterns of longitudinal joints, if such patterns will not adversely affect the quality of the finished product, as determined by the Engineer.

Building paper shall be placed at transverse joints, over previously placed Rapid setting slurry seal, or other suitable methods, approved by the Engineer, used to avoid double placement of Rapid setting slurry seal. Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted.

The mixture shall be uniform and homogeneous after spreading on the surfacing and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the Rapid setting slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that the Rapid setting slurry seal will not adhere to and be picked up by the tires of vehicles.

Contractor shall sweep the Rapid setting slurry seal 24 hours after placement without damaging the new surface.

8 ROLLING

The Rapid setting slurry seal Type II surface shall be rolled after the surfacing coat has cured sufficiently so as not to pick up on the vehicle tires, but not more than 2 hours after placement. The roller shall be five ton (5) self-propelled pneumatic rollers, with tire pressure of 50 psi and a water spray system. The Rapid setting slurry seal Type II surfacing coat shall be given a minimum of three complete passes with the roller or until the material is compacted with a uniform surface.

9 MEASUREMENT AND PAYMENT

Full compensation for furnishing all the labor, materials, tools, equipment, incidentals and with all work involved in placing the Rapid setting slurry seal, complete including testing for and furnish mix design, cleaning the surface, furnishing added water and set-control additives, mixing water with asphalt emulsion for coating the pavement, rolling and protecting the Rapid setting slurry seal until it has set, as shown on the plans, and as specified in these special provisions, and as directed by the Engineer. For all work performed under this section shall be considered as included in the contract price paid per square yard Rapid Setting Slurry Seal (Type II) and no additional compensation will be allowed.

SP-25 THERMOPLASTIC TRAFFIC STRIPES PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY) AND REFLECTIVE MARKERS

Reflective Pavement Markers shall conform to the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions

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.

The Lump Sum bid for Thermoplastic Striping Pavement Markings and Reflective Markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work included in furnishing, placing and testing Thermoplastic Striping and Thermoplastic Pavement Markings (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe), including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified herein, and as directed by the engineer, and no additional compensation will be allowed.

SP-26 SHOULDER BACKING

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

Shoulder backing should be "Class C" per Caltrans Standards Specifications and Plans.

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, in accordance with the Standard Specifications and these Special Provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for Shoulder Backing and no additional compensation will be allowed.

SP-27 RUMBLE STRIPS

Installation of Rumble Strips, where indicated on the plans, shall conform to Details A40C and A40D of the Caltrans Standard Plans.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved with the installation of rumble strips shall be considered as included in the contract unit price paid for Rumble Strip: Edge Line (Ground-In Indentations) and Rumble Strip: Centerline (Ground-In Indentations), and no additional compensation will be allowed.

SP-28 INSTALL ROCK WELL WITH DRAINAGE APPURTENANCES

Remove existing rock wells, abandon existing storm drain pipe, install new rock wells, install drain inlets with concrete collars and install 12" RCP, where indicated on the plans, and as itemized below.

REMOVE EXISTING ROCK WELL

The existing rock wells shall be removed in accordance with the State and County Standard Specifications, the plans and these Special Provisions.

ABANDON EXISTING STORM DRAIN PIPE

Existing storm drain pipes shall be abandoned in place in accordance with the provisions in Section 71 of the State Standard Specifications, the plans and these Special Provisions.

INSTALL ROCK WELL

Rock well shall conform to the provisions in Chapter 4, "Storm Drainage" of the County Standard Specifications, the plans and these Special Provisions.

DRAIN INLET

Storm drain inlets shall conform to the provisions in Section 51-4, "Precast Concrete Members," of the State Standard Specifications and Chapter 4, "Storm Drainage" of the County Standard Specifications, and these Special Provisions.

CONCRETE COLLAR AND MANHOLE LID

Concrete collars must comply with the plans, Section 903, "Concrete," of the State Standard Specifications and Section 1.7, "Concrete," of the County Standard Specifications, and these special provisions.

12" CLASS III RCP PIPE

Reinforced concrete pipe shall conform to the provisions in Section 65-2, "Reinforced Concrete Pipe," of the Standard Specifications, Section 4.7, "Pipe," of the County Standard Specifications, and these Special Provisions.

Where embankment will not be placed over the top of the pipe, a relative compaction of not less than 85 percent shall be required below the pipe spring line for pipe installed using Method 1 backfill in trench, as shown on Standard Plan A62D. Where the pipe is to be placed under the traveled way, a relative compaction of not less than 90 percent shall be required unless the minimum distance between the top of the pipe and the pavement surface is the greater of 4 feet or one half of the outside diameter of the pipe.

Except as otherwise designated by classification on the plans or in the specifications, joints for drainage pipes shall conform to the Standard Plans or specifications for standard joints.

When solid rock or other unyielding material is encountered at the planned elevation of the bottom of the bedding, the material below the bottom of the bedding shall be removed to a depth of 1/50 of the height of the embankment over the top of the culvert, but not less than 6 inches nor more than 12 inches. The resulting trench below the bottom of the bedding shall be backfilled with structure backfill material in conformance with the provisions in Section 19 3.03E, "Structure Backfill," of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing rock wells with drainage appurtenances, in accordance with the Standard Specifications and these Special Provisions, shall be considered as included in the contract lump sum paid for Install Rock Wells with Drainage Appurtenances and no additional compensation will be allowed.

SP-29 ADJUST SURVEY MONUMENT FRAME AND COVER

Adjusting survey monuments must comply with the plans, Section 15-2, "Miscellaneous Facilities," of the State Standard Specifications, Section 1.13 "Monuments" of the County Improvement Standards and these special provisions.

Contractor must comply with business and professions code section 8771(b) regarding referencing, preserving, and reconstructing monuments.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved with adjusting survey monument frame and cover, complete in place, all in accordance with the plans, and as specified in the State Standard Specifications and these Special Provisions and as directed by the Engineer shall be considered as included in the contract price paid for the Adjust Survey Monument Frame and Cover, and no additional compensation will be allowed. Adjust survey monument frame and cover will be measured by the unit.

SP-30 AS-BUILT DRAWINGS

The Contractor shall maintain a neatly marked set of full-size as-built record drawings showing all changes to the plans. As-built record drawings shall reflect change orders, and modifications to all improvements constructed. Where necessary, supplemental drawings shall be prepared and submitted by the Contractor.

Prior to acceptance of the project, the Contractor shall deliver to the Engineer, two sets of neatly marked as-built record drawings, including a scanned “PDF” file, showing the information required above. As-built record drawings shall be reviewed, and the complete as-built record drawing set shall be current with all changes and deviations redlined as a precondition to the final progress payment approval and/or final acceptance. Submittal of acceptable As-built Drawings may be considered as a controlling operation of work.

The Contract lump sum price for As-built Drawings shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with As-built Drawings and no additional compensation will be allowed.

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PART VII – DRAWINGS & PERMITS

DRAWINGS:

Sheet C1.0:	COVER SHEET
Sheet C2.0:	GENERAL NOTES
Sheet C3.0-C3.2:	TOPOGRAPHIC PLAN
Sheet C4.0-C4.2:	DEMOLITION PLAN
Sheet C5.0-C5.2:	PAVING, GRADING AND UTILITY PLAN
Sheet C6.0-C6.2:	SIGNAGE AND STRIPING
Sheet C7.0-C7.2:	EROSION CONTROL PLAN
Sheet C8.0:	TYPICAL CROSS SECTIONS
Sheet C8.1:	DETAILS

ATTACHMENTS: None

PERMITS: None

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

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

REVISED STANDARD PLANS

The revised standard plans (RSPs) are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.

REVISED STANDARD SPECIFICATIONS

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