BOOK ONE

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey
12-22-11

APPROVED AS TO FORM:

[Signature]
CYNTHIA L. HASSON
Deputy County Counsel

APPROVED:

[Signature]
STEVEN F. MAUCK
Risk Manager
TITLE SHEET

BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

Jane Parker, Chair
Fernando Armenta
Louis Calcagno
Simón Salinas
Dave Potter

Lew C. Bauman, P.E., Ph.D., County Administrative Officer
Paul H. Greenway, P.E., Acting Director of Public Works
Neal Thompson, P.E., Traffic Engineer
Jonathan Pascua, P.E., Civil Engineer
Felipe Morales, Engineering Technician

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

IN

MONTEREY COUNTY

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS, DATED MAY 2006, THE
STANDARD PLANS, DATED MAY 2006, INCLUDING ISSUED AMENDMENTS THROUGH
NOVEMBER 30, 2010; THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES,
OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND
TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE
DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE
DEPARTMENT OF PUBLIC WORKS.

168 W. Alisal Street 2nd Floor
Salinas, CA 93901-2438
(831) 755-4800
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER SHEET</td>
<td>1</td>
</tr>
<tr>
<td>TITLE SHEET</td>
<td>2</td>
</tr>
<tr>
<td>TABLE OF CONTENTS</td>
<td>3</td>
</tr>
<tr>
<td>SIGNATURE SHEET</td>
<td>6</td>
</tr>
<tr>
<td>NOTICE TO BIDDERS</td>
<td>8</td>
</tr>
<tr>
<td><strong>SECTION 1 – DEFINITION AND TERMS</strong></td>
<td>11</td>
</tr>
<tr>
<td>1-1.01 SPECIFICATIONS AND PLANS:</td>
<td>11</td>
</tr>
<tr>
<td>1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:</td>
<td>11</td>
</tr>
<tr>
<td>1-1.03 DEFINITIONS:</td>
<td>11</td>
</tr>
<tr>
<td><strong>SECTION 2 - BIDDING</strong></td>
<td>12</td>
</tr>
<tr>
<td>2-1.01 GENERAL:</td>
<td>12</td>
</tr>
<tr>
<td>2-1.02 FEDERAL LOBBYING RESTRICTIONS:</td>
<td>12</td>
</tr>
<tr>
<td>2-1.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE):</td>
<td>13</td>
</tr>
<tr>
<td>2-1.04 SUBCONTRACTORS LIST:</td>
<td>16</td>
</tr>
<tr>
<td>2-1.05 JOB SITE AND DOCUMENT EXAMINATION:</td>
<td>16</td>
</tr>
<tr>
<td><strong>SECTION 3. CONTRACT AWARD AND EXECUTION</strong></td>
<td>16</td>
</tr>
<tr>
<td>3-1.01 GENERAL:</td>
<td>16</td>
</tr>
<tr>
<td>3-1.02 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):</td>
<td>18</td>
</tr>
<tr>
<td><strong>SECTION 4 - PROSECUTION AND PROGRESS</strong></td>
<td>18</td>
</tr>
<tr>
<td>4-1 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:</td>
<td>18</td>
</tr>
<tr>
<td>4-2 PRE-CONSTRUCTION CONFERENCE:</td>
<td>18</td>
</tr>
<tr>
<td>4-3 ARCHAEOLOGICAL DISCOVERIES:</td>
<td>19</td>
</tr>
<tr>
<td><strong>SECTION 5 - GENERAL</strong></td>
<td>19</td>
</tr>
<tr>
<td>5-1.01 LABOR NON DISCRIMINATION:</td>
<td>19</td>
</tr>
<tr>
<td>5-1.02 LABOR CODE REQUIREMENT:</td>
<td>19</td>
</tr>
<tr>
<td>5-1.03 GENERAL PREVAILING WAGE RATES:</td>
<td>19</td>
</tr>
<tr>
<td>5-1.04 WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:</td>
<td>19</td>
</tr>
<tr>
<td>5-1.05 PUBLIC SAFETY:</td>
<td>20</td>
</tr>
<tr>
<td>5-1.06 BUY AMERICA REQUIREMENTS:</td>
<td>20</td>
</tr>
<tr>
<td>5-1.07 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCE:</td>
<td>20</td>
</tr>
<tr>
<td>5-1.08 SUBCONTRACTOR AND DBE RECORDS:</td>
<td>21</td>
</tr>
<tr>
<td>5-1.11 CONTRACTOR’S LICENSING LAWS:</td>
<td>27</td>
</tr>
<tr>
<td>5-1.12 SUBCONTRACTING:</td>
<td>27</td>
</tr>
<tr>
<td>5-1.13 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:</td>
<td>28</td>
</tr>
<tr>
<td>5-1.14 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS:</td>
<td>28</td>
</tr>
<tr>
<td>5-1.15 PAYMENTS:</td>
<td>29</td>
</tr>
</tbody>
</table>
10-1.24 HMA OVERLAY, TYPE A ASPHALT: (BID ITEM 17) ................................. 100
10-1.26 THERMOPLASTIC 4” SOLID WHITE INVERTED PROFILE RIGHT EDDGELINE, DETAIL 27B MODIFIED: (BID ITEM NO. 20 & 21) ........................................................................ 103
10-1.27 THERMOPLASTIC TRAFFIC STRIPES: (BID ITEMS NO. 22 THROUGH 27) 104
10-1.28 THERMOPLASTIC PAVEMENT MARKING: (BID ITEM NO. 28 & 29) .......... 105
10-1.29 MONUMENT FRAME & COVER: (BID ITEM NO. 30) ............................... 106
10-1.30 RAISED PAVEMENT MARKERS: (BID ITEMS 31 THROUGH 34) ................. 106
10-1.31 COLD PLANE ASPHALT PAVEMENT AT CONFORM LOCATIONS: (BID ITEM NO. 35) ..................................................................................................................................... 107
10-1.32 SHOULDER BACKING: (BID ITEM NO. 36) ................................................. 108
10-1.33 PAVEMENT REINFORCING FABRIC: (BID ITEM NO. 37) .......................... 110
10-1.34 PAINT RAISED ISLAND CURB: (BID ITEM NO. 38) ............................... 112
10-1.35 ROADSIDE SIGNS: (BID ITEMS 39 & 40) .................................................. 112
10-1.36 FURNISH SIGN: ............................................................................................ 113

SECTION 10-2 (BLANK) ............................................................................................ 115

SECTION 10-3 – ELECTRICAL SYSTEMS ................................................................ 115

10-3.14 RADAR SPEED DETECTION CURVE WARNING SIGN: (BID ITEM NO. 19) 115

SECTION 12 (BLANK) ............................................................................................ 121

SECTION 13 (BLANK) ............................................................................................ 121

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION PROJECTS ....... 121

SECTION 15 – DAVIS-BACON WAGE DETERMINATION ............................................. 137

SECTION 16 – SAMPLE CONTRACT ........................................................................ 175

SAMPLE CONTRACT .................................................................................................. 175
LOCAL AGENCY BIDDER DBE INFORMATION ............................................................. 180
PAYMENT BOND ....................................................................................................... 183
PERFORMANCE BOND .............................................................................................. 185
SIGNATURE SHEET

BOOK ONE

NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

The Special Provisions contained herein have been prepared by or under the direction of the following registered person.

Lawrence Neal Thompson 9-7-11
Date
STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of May 2006, which apply to this contract, are included as attachments to these Special Provisions.

GENERAL ROAD WORK

MISCELLANEOUS
A10A   Acronyms and Abbreviations
A10B   Acronyms and Abbreviations
A10C   Symbols
A20A   Pavement Markers and Traffic Lines - Typical Details
A20B   Pavement Markers and Traffic Lines - Typical Details
A20C   Pavement Markers and Traffic Lines - Typical Details
A20D   Pavement Markers and Traffic Lines - Typical Details
A24A   Pavement Markings – Arrows
A24B   Pavement Markings – Arrows
A24C   Pavement Markings - Symbols and Numerals
A24D   Pavement Markings – Words
A24E   Pavement Markings - Words and Crosswalks
A73B   Markers
A74    Survey Monuments
A87A   Curbs and Driveways
A87B   Asphalt Concrete Dike
A88A   Curb Ramp Details

TEMPORARY FACILITIES
T11    Traffic Control System for Lane Closure on Multilane Conventional Highways
T12    Traffic Control System for Lane Closure on Multilane Conventional Highways
T13    Traffic Control System for Lane Closure on Two Lane Conventional Highways
T17    Traffic Control System for Moving Lane Closure on Two Lane Highways

ROADSIDE SIGNS
RS1    Roadside Signs - Typical Installation Details No. 1
RS2    Roadside Signs - Wood Post, Typical Installation Details No. 2

TRAFFIC SIGNAL AND LIGHTING
ES-1A   Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B   Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-7B   Signal and Lighting Standards – Type 1 Standards and Equipment Numbering
ES-7J   Signal and Lighting Standard – Advance Flashing Beacon
ES-7M   Signal and Lighting Standards – Details No. 1
ES-7N   Signal and Lighting Standards – Details No. 2
ES-11   Signal, Lighting and Electrical Systems - Foundation Installations
ES-13A  Signal, Lighting and Electrical Systems - Splicing Details
ES-13B  Signal, Lighting and Electrical Systems - Wiring Details and Fuse Rating
NOTICE TO BIDDERS

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P. O. BOX 1728, SALINAS, CA 93902-1728), until 3:00 p.m., on February 23, 2012, for construction of SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS, FEDERAL AID PROJECT NO: HRRRL-5944(092), CONTRACT NO. 12-142165, as shown on the plans and in accordance with the specifications and other requirements therefore, at which time they will be publicly opened and read by the Purchasing Agent in the County of Monterey Government Center, Board of Supervisors’ Conference Room 1032, 168 West Alisal Street 1st Floor, Salinas, California 93901.

Bidders are advised that, as required by federal law, the State has established a statewide overall DBE goal. This Agency federal-aid contract is considered to be part of the statewide overall DBE goal. The Agency is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

The UDBE Contract Goal is 1.0 percent.

Special attention of prospective bidders is called to "Bidders" of the Special Provisions. A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent of the amount bid, must accompany the bid. A blank Bidder's Bond form is attached to the Bid Form (Book Two).

The Bidder shall possess either a valid Class A license or a combination of Class C-8, C-10, C-12, C-31, C-32 and C-45, licenses at the time this contract is awarded.

The project consists of hot mix asphalt overlay, including but not limited to replace asphalt concrete surfacing, pavement delineation, clearing and grubbing, adjust frame and cover to grade, and traffic control. The Engineers Estimate for the construction cost is $3,435,050.

A payment bond and a performance bond each in the amount of 100 percent of the Contract are required as specified by Section 3-1.02, "Contract Bonds," of the Special Provisions.

Bids are required for the entire work described herein. Prices on alternate construction methods or materials will be considered only when specifically called for.

The CONTRACT DOCUMENTS—plans, specifications, and any addenda—may be examined at the following locations:
The Contract Documents will be made available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: http://www.co.monterey.ca.us/publicworks/bids.htm. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL STREET, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of $5.00. The electronic files can be used to print the project plans (full or half size), project specifications, and other such documents at various printing companies.

Pursuant to Section 1773 of the Labor Code, the Director of the California Department of Industrial Relations has ascertained the general prevailing rate or per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute the Contract and are available on the internet at http://www.dir.ca.gov/dlsr/pwd/. Copies thereof are on file in the office of Department of Public Works, Salinas, California, and may be examined by any interested party on request. These wage determinations for this project as predetermined by the Director of the California Department of Industrial Relations are set forth in these Special Provisions. Addenda to modify wage rates, if necessary, will be issued to the holders of these Special Provisions. Future effective General Prevailing Wage Determinations, which have been predetermined and are on file with the California Department of Industrial Relations (http://www.dir.ca.gov/dlsr/pwd/), are referenced but not printed in these Special Provisions.

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

The U.S. Department of Transportation (DOT) provides a toll-free “hotline” service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report these activities. The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

This project is subject to the “Buy America” provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Upon the Contractor’s request, the County of Monterey will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 22300 if the Contractor deposits in escrow with the County Treasurer or with a bank acceptable to the County of Monterey, securities eligible for the investment of State funds under Government Code Section 16430 or bank or savings and loan certificates of deposit, upon conditions specified in Contract documents.

The Resource Management Agency, Department of Public Works reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

The quantities in the Bid Form (Book Two) are approximate only, being given as a basis for the comparison of bids; and the Department of Public Works does not, expressly or by implication, agree that the actual amounts of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Engineer. All bids are to be compared on the Bid Form (Book Two) of the quantities to be done.

PAUL H. GREENWAY, P.E.
ACTING DIRECTOR OF PUBLIC WORKS
RMA - DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

DATED: January 24, 2012
SPECIAL PROVISIONS

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

SECTION 1 – DEFINITION AND TERMS

1-1.01 SPECIFICATIONS AND PLANS:
The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, dated May 2006, of the State of California, Department of Transportation, as amended, insofar as the same may apply and in accordance with the following Special Provisions:

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications are 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.

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:
For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions:

1-1.03 DEFINITIONS:
The following terms defined in Section 1, "Definitions and Terms," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State: County of Monterey
Department: The Monterey County Department of Public Works
Director: Chair of the Board of Supervisors
Engineer: Director of Public Works of Monterey County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.

Attorney General: County Counsel of Monterey County

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:
Whenever in the Special Provisions and other contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Clerk of the Board: The Clerk of the Monterey County Board of Supervisors

Director of Public Works: The Director of Public Works of Monterey County.

SECTION 2 - BIDDING

2-1.01 GENERAL:
The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.13, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Non-collusion Affidavit.

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.
This Contract will require a Class "A" contractor's license or a combination of Class C-8, C-10, C-12, C-31, C-32 and C-45.

2-1.02 FEDERAL LOBBYING RESTRICTIONS:
Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the
recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

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

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

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

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

1. A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE):
This project is subject to Title 49 CFR 26.13(b):

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

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

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:
1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

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

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

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

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

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

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

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

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

**UDBE COMMITMENT SUBMITTAL**

The UDBE Goal for this contract is **1.0 percent**.

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G (1), form included in the Bid book.

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

If you do not submit the UDBE Commitment form with the bid book, the Agency finds your bid nonresponsive.
GOOD FAITH EFFORTS SUBMITTAL

If you have not met the UDBE goal, complete and submit the “UDBE Information - Good Faith Efforts,” Exhibit 15-II, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.

2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.

3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.
2-1.04 SUBCONTRACTORS LIST:
Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid. Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE Subcontractors with the submittal of the proposal.

2-1.05 JOB SITE AND DOCUMENT EXAMINATION:
The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the proposal and contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the plans and specifications made a part of the contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the County will relieve a bidder or contractor from properly fulfilling the terms of the contract.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL:
The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution,"
of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the 5th business day following the notice of intent to award the contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER/168 W ALISAL STREET FL2/SALINAS CA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager’s E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor’s grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

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

In determining the lowest “responsible” Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL ST, 2ND FL, SALINAS, CA, 93901-2438.

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has
committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

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

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

Exhibit 15-G(1), UDBE Commitment Form, and Exhibit 15-H, UDBE Good Faith Efforts must be submitted with your bid. Exhibit 15-G(2), DBE Information, will only be collected from the successful bidder. If the bidder does not comply with Section 2-1.02 Disadvantaged Business Enterprise, the agency finds your bid nonresponsive.

3-1.02 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):
In lieu of the second paragraph in Section 3.103 of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least 100 percent of the total bid.

The two bonds shall be written by an admitted corporate surety.

SECTION 4 - PROSECUTION AND PROGRESS

4-1 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:
Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications.

The Contractor shall begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of 40 WORKING DAYS.

The Contractor shall pay to the County of Monterey the sum of $3,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

4-2 PRE-CONSTRUCTION CONFERENCE:
After the issuance of the Notice to Proceed, a pre-construction conference shall be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 855 E. LAUREL DRIVE, BUILDING D, SALINAS, CA, 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 representatives at this conference shall include all major superintendents for the work and may include major subcontractors.
4-3 ARCHAEOLOGICAL DISCOVERIES:
All articles of archaeological interest that may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find shall be decided under the direction of the Engineer.

SECTION 5 - GENERAL

SECTION 5-1 - MISCELLANEOUS

5-1.01 LABOR NON DISCRIMINATION:
Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

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

5-1.02 LABOR CODE REQUIREMENT:
Attention is directed to Section 7-1.01A(1), "Hours of Labor," of the Standard Specifications.

5-1.03 GENERAL PREVAILING WAGE RATES:
Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available on the Internet at: http://www.dir.ca.gov/dlsr/pwd/. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the contract are determined in accordance with Section 1770, et. seq., of the Labor Code; and the contractor shall comply with all applicable sections thereof.

The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work are on file in the office of the Monterey County Department of Public Works or on the Internet at: http://www.dir.ca.gov/dlsr/pwd/.

The Contractor shall post the prevailing wage rates at the job site.

5-1.04 WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE:
Attention is directed to Section 7-1.12B(3), "Workers’ Compensation and Employer’s Liability Insurance," of the Standard Specifications.
5-1.05 PUBLIC SAFETY:
The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

5-1.06 BUY AMERICA REQUIREMENTS:
Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

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

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

5-1.07 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCE:
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.

In conformance with Section 25914.1 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 delay of work in the area, due to the presence of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine
the extent of such material and for removing hazardous material from such area.

5-1.08 SUBCONTRACTOR AND DBE RECORDS:
The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of $10,000 will be withheld from payment until a satisfactory form is submitted.

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

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).
### Final Report - Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

**Contract Number:** CEM-2402F (REV 02/2009)

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Work Performed and Materials Provided</th>
<th>Company Name and Business Address</th>
<th>DBE Cert. Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Non-DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Estimated Contract Amount:** $

**Date Work Complete:**

**Date of Final Payment:**

**Contractor Representative's Signature:**

**Business Phone Number:**

**Date:**

**Resident Engineer's Signature:**

**Business Phone Number:**

**Date:**

**Copy Distribution - Caltrans Contract:**

- Original - District Construction
- Copy - Business Enterprise Program
- Copy - Contractor
- Copy - Resident Engineer

**Copy Distribution - Local Agency Contracts:**

- Original - District Local Assistance Engineer (submitted with the Report of Expenditures)
- Copy - District Local Assistance Engineer
- Copy - Local Agency File
The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal Aid Project number, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item numbers and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights website at http://www.dot.ca.gov/hq/crbp or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed.</td>
<td>DBE</td>
</tr>
<tr>
<td>If program status shows DBE, Black American</td>
<td>BA UDBE</td>
</tr>
<tr>
<td>If program status shows DBE, Asian-Pacific Islander</td>
<td>APA UDBE</td>
</tr>
<tr>
<td>If program status shows DBE, Native American</td>
<td>NA UDBE</td>
</tr>
<tr>
<td>If program status shows DBE, Woman</td>
<td>W UDBE</td>
</tr>
</tbody>
</table>

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns on Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form CEM-2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

PROOF COPY
RETURN TO HQ FORMS

OK X
Date

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

23
5-1.9 DBE CERTIFICATION STATUS:
If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE
CEM-2403(F) (REV 4/2006)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 654-8410 or TDD (916) 654-2850 or write Records and Forms Management, 1120 N Street, MD-68, Sacramento, CA 95814.

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>COUNTY</th>
<th>ROUTE</th>
<th>POST MILES</th>
<th>ADMINISTERING AGENCY</th>
<th>CONTRACT COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME CONTRACTOR</td>
<td>BUSINESS ADDRESS</td>
<td>ESTIMATED CONTRACT AMOUNT $</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contractor: List all DBE's with change in certification status (certified/desertified) while in your employ, whether or not firms were originally listed for goal credit. Attach DBE certification/decertification letter in accordance with the Special Provisions.

| CONTRACT ITEM NO. | SUBCONTRACTOR NAME AND BUSINESS ADDRESS | BUSINESS PHONE | CERTIFICATION NUMBER | AMOUNT PAID WHILE CERTIFIED | CERTIFICATION/DECERTIFICATION DATE Letter attached | |
|-------------------|-----------------------------------------|----------------|----------------------|----------------------------|---------------------------------| |

COMMENTS:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

<table>
<thead>
<tr>
<th>CONTRACTOR REPRESENTATIVE'S SIGNATURE</th>
<th>TITLE</th>
<th>BUSINESS PHONE NUMBER</th>
<th>DATE</th>
</tr>
</thead>
</table>

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

<table>
<thead>
<tr>
<th>RESIDENT ENGINEER'S SIGNATURE</th>
<th>BUSINESS PHONE NUMBER</th>
<th>DATE</th>
</tr>
</thead>
</table>

COPY DISTRIBUTION: Original - Civil Rights Copy - Contractor Copy - District Construction Copy - Resident Engineer
The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency (Caltrans), the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a change in certification status during the course of the completion of the contract. The two situations that are being addressed by CEM 2403(F) are if a firm certified as a DBE and doing construction work on the contract during the course of the project becomes decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes certified as a DBE.

The form has a column to enter the Contract Item No. (or Item No's), as well as a column for the Subcontractor name and Business Address, Business Phone and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are certified as a DBE. This column on the CEM-2403(F) should only reflect the dollar value of work performed while the firm was certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights or the date of the Certification Certificate mailed out by the Civil Rights. There is a box to check that support documentation is attached to the CEM-2403(F) form.

There is a comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the contractor and the resident engineer sign and date that the information provided is complete and correct.
5-1.10 PERFORMANCE OF SUBCONTRACTORS:
The subcontractors listed by you in the Bid Book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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

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

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

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

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

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

5-1.11 CONTRACTOR'S LICENSING LAWS:
Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications.

5-1.12 SUBCONTRACTING:
No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations’ Web site.

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

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

5-1.13 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:
Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.14 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS:
No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any
delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

5-1.15 PAYMENTS:
Attention is directed to Section 9-1.07, "Progress Payments," and 9-1.08, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

In lieu of Section 9-1.07C, "Materials On Hand," of the Standard Specifications, the following shall be inserted:

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

5-1.16 ARBITRATION:
Section 9-1.10, "Arbitration," as defined in the Standard Specifications, is deleted from this contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 20104):

1a. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and the County of Monterey.

1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter I of Part 2, of the Public Contract Code.

2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.

2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.

4. This article applies only to contracts entered into on or after January 1, 1991.
B. Claims; requirements (Public Contracts Codes 20104.2):

For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2a. For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

2c. The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3a. For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

3c. The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

4. If the claimant disputes the local agency’s written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency’s response or within 15 days of the local agency’s failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.

2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

5-1.17 RAILROAD RIGHT OF ENTRY PERMIT:
Prior to start of work within Union Pacific Railroad Company's property, the contractor shall

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
execute the Railroad Company’s form Contractor’s Right of Entry Agreement. Under no circumstances will the contractor be allowed on or about the Railroad Company’s property without first executing the Contractor’s Right of Entry Agreement. A copy of the Contractor’s Right of Entry Agreement form can be obtained from the County of Monterey, Department of Public Works, 168 W. Alisal Street, 2nd Floor, Salinas, California, 93901.

Full compensation for doing all the work involved, including the payment of any fees, in obtaining a Right of Entry from the Union Pacific Railroad as specified in the Standard Specifications, these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

5.1.18 INDEMNIFICATION AND INSURANCE:
Attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.12B (4) (b) of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor’s Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured’s in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured’s is primary insurance and if the additional insured’s have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The contractor’s insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days' advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as is available to them under any other provision of this contract (except retainage of money due to the Contractor) or otherwise in law.
Nothing in the contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

5-1.19 AREAS FOR CONTRACTOR’S USE:
Attention is directed to the requirements specified in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these Special Provisions.

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County-owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W ALISAL STREET 2ND FLOOR, SALINAS, CA 93901-2438.

Residence trailers will not be allowed within the county right-of-way.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property, which he occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits.

5-1.20 PAYROLL RECORDS:
The Contractor's attention is directed to Section 7- 1.01A(3), "Payroll Records," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249).
The Contractor shall be responsible for the compliance with these provisions by his/her Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

5-1.21 SURFACE MINING AND RECLAMATION ACT:
Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.22 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. This section does not apply if you opted out of payment adjustment for price index fluctuations at the time of bid.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

The California Statewide Crude Oil Price Index is determined each month on or about the 1st business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

http://www.dot.ca.gov/hq/construc/crudeoilindex/

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.
The Department includes payment adjustments for price index fluctuations when making adjustments under Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

If you do not complete the work within the contract time, payment adjustments during the overrun period are determined using the California Statewide Crude Oil Price Index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease Bid item quantities, eliminate Bid items, or terminate the contract.

Submittals

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit certified weight slips for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight, as specified in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications. For slurry seals, submit certified weight slips separately for the asphaltic emulsion.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in HMA using the following formula:

\[ Q_h = H_M A T T \times \left[ \frac{X_a}{100 + X_a} \right] \]

where:

- \( Q_h \) = quantity in tons of asphalt used in HMA
- \( H_M A T T \) = HMA total tons placed
- \( X_a \) = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Rubberized Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in rubberized HMA (RHMA) using the following formula:
Qrh = RHMATT \times 0.80 \times \left[ \frac{Xarb}{(100 + Xarb)} \right]

where:

\begin{align*}
Qrh &= \text{quantity in tons of asphalt in asphalt rubber binder used in RHMA} \\
RHMATT &= \text{RHMA total tons placed} \\
Xarb &= \text{theoretical asphalt rubber binder content from the job mix formula expressed as percentage of the weight of dry aggregate}
\end{align*}

Modified Asphalt Binder in Hot Mix Asphalt

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

Qmh = MHMATT \times \left[ \frac{(100 - Xam)}{100} \right] \times \left[ \frac{Xmab}{(100 + Xmab)} \right]

where:

\begin{align*}
Qmh &= \text{quantity in tons of asphalt in modified asphalt binder used in HMA} \\
MHMATT &= \text{modified asphalt binder HMA total tons placed} \\
Xam &= \text{specified percentage of asphalt modifier} \\
Xmab &= \text{theoretical modified asphalt binder content from the job mix formula expressed as percentage of the weight of dry aggregate}
\end{align*}

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

Qrap = HMATT \times \left[ \frac{Xaa}{(100 + Xaa)} \right]

where:

\begin{align*}
Xaa &= Xta - \left[ \frac{(100 - Xnew)}{100} \right] \times \left( \frac{Xra}{100} \right)
\end{align*}

and

\begin{align*}
Qrap &= \text{quantity in tons of asphalt used in HMA containing RAP} \\
HMATT &= \text{HMA total tons placed} \\
Xaa &= \text{asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate} \\
Xta &= \text{total asphalt content of HMA expressed as percentage of the weight of dry aggregate} \\
Xnew &= \text{theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula} \\
Xra &= \text{asphalt content of RAP expressed as percentage}
\end{align*}

Tack Coat

The Engineer calculates the quantity of asphalt in tack coat (Qtc) as either:

1. Asphalt binder using the asphalt binder total tons placed as tack coat
2. Asphaltic emulsion by applying the formula in "Asphaltic Emulsion" to the asphaltic emulsion total tons placed as tack coat
Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

\[ Q_e = AETT \times (X_e / 100) \]

where:

- \( Q_e \) = quantity in tons of asphalt used in asphaltic emulsions
- \( AETT \) = undiluted asphaltic emulsions total tons placed
- \( X_e \) = minimum percent residue specified in Section 94, "Asphaltic Emulsions," of the Standard Specifications based on the type of emulsion used

You may, as an option, determine "Xe" by submitting actual daily test results for asphalt residue for the asphaltic emulsion used. If you choose this option, you must:

1. Take 1 sample every 200 tons but not less than 1 sample per day in the presence of the Engineer from the delivery truck, at midload from a sampling tap or thief, and in the following order:
   1.1. Draw and discard the 1st gallon
   1.2. Take two separate 1/2-gallon samples

2. Submit 1st sample at the time of sampling
3. Provide 2nd sample within 3 business days of sampling to an independent testing laboratory that participates in the AASHTO Proficiency Sample Program
4. Submit test results from independent testing laboratory within 10 business days of sample date

Slurry Seal

The Engineer calculates the quantity of asphalt in slurry seals (Qss) by applying the formula in "Asphaltic Emulsion" to the actual quantity of asphaltic emulsion used in producing the slurry seal mix.

Modified Asphalt Binder

The Engineer calculates the quantity of asphalt in modified asphalt binder using the following formula:

\[ Q_{mab} = MABTT \times [(100 - X_{am}) / 100] \]

where:

- \( Q_{mab} \) = quantity in tons of asphalt used in modified asphalt binder
- \( MABTT \) = modified asphalt binder total tons placed
- \( X_{am} \) = specified percentage of asphalt modifier

Other Materials
For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Qo).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

\[ PA = Q_t \times A \]

where:

\[ PA = \text{Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.} \]

\[ Q_t = \text{Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed (Qh + Qrh + Qmh + Qrap + Qtc + Qc + Qss + Qmab + Qo).} \]

\[ A = \text{Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest $0.01.} \]

For US Customary projects, use:

\[ A = \left[ \left( \frac{I_u}{I_b} \right) - 1.05 \right] \times I_b \times \left[ 1 + \left( \frac{T}{100} \right) \right] \text{ for an increase in the crude oil price index exceeding 5 percent} \]

\[ A = \left[ \left( \frac{I_u}{I_b} \right) - 0.95 \right] \times I_b \times \left[ 1 + \left( \frac{T}{100} \right) \right] \text{ for a decrease in the crude oil price index exceeding 5 percent} \]

For metric projects, use:

\[ A = 1.1023 \times \left[ \left( \frac{I_u}{I_b} \right) - 1.05 \right] \times I_b \times \left[ 1 + \left( \frac{T}{100} \right) \right] \text{ for an increase in the crude oil price index exceeding 5 percent} \]

\[ A = 1.1023 \times \left[ \left( \frac{I_u}{I_b} \right) - 0.95 \right] \times I_b \times \left[ 1 + \left( \frac{T}{100} \right) \right] \text{ for a decrease in the crude oil price index exceeding 5 percent} \]

\[ I_u = \text{California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.} \]

\[ I_b = \text{California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred} \]

\[ T = \text{Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales} \]
and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.

SECTION 6 - (BLANK)

SECTION 7 - (BLANK)

SECTION 8 - MATERIALS

SECTION 8-1 - MISCELLANEOUS

8-1.01 GENERAL:
Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor.

8-1.02 RELATIVE COMPACTON:
Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

8-1.03 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS:
The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

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

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")
Retroreflective With Abrasion Resistant Surface (ARS)
(for recessed applications only)
1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")*
*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round
1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)
1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

Temporary Markers For Short Term Day/Night Use (14 days or less)
(For seal coat or chip seal applications, clear protective covers are required)
1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape
1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)
1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Treleberg Industries, R140 Series
7. 3M Series 620 "CR", and Series 780
8. 3M Series A145, Removable Black Line Mask
   (Black Tape: for use only on Hot mix asphalt surfaces)
   (Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
    (Black Tape: for use only on Hot mix asphalt surfaces)
11. Treleberg Industries, RB-140
    (Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)
1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"
1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch
1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch
1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Shur-Tite Products, Shur-Flex Drivable

Surface Mount Type, 48-inch
1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR

CHANNELIZERS

Surface Mount Type, 36-inch
1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexiStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

Lane Separation System
1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb

CONICAL DELINEATORS, 42-inch
(For 28-inch Traffic Cones, see Standard Specifications)
1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

OBJECT MARKERS

Type "K", 18-inch
1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexiStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "Q" Object Markers, 24-inch
1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexiStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Durab-Post SHLQ-24 inch

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type
1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2060" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

Non-Impactable Type
1. ARTUK, JD Series
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS
(For use to the left of traffic)
1. Pexco LLC, "Mini" (3" x 10")
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch
(For use to the right of traffic)
1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216R3M
3. Three D Traffic Works "Roadguide" Model 9400

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")
1. Stinson Equipment Company "SaddleMarker"

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

Wood Post Type, 27-inch
1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount

Steel Post Type
1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

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

Traffic Cones, 4-inch and 6-inch Sleeves
1. Nippon Carbide Industries, Flexible Ultra-Lite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

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

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)
1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)
1. Avery Dennison, W-2100 Series

Vertical Clearance Signs: Structure Mounted
1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)
1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000
Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)
1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)
1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive
1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)
1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)
1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)
1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

SPECIALTY SIGNS

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

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC
1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs and Permanent
Signs up to 4 foot, 7 inches
1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolio 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)

SECTION 8-2 - CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE:
Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

SECTION 9 - DESCRIPTION OF WORK

In general, the project consists of pavement rehabilitation and pavement delineation including but not limited to asphaltic concrete removal and replacement, hot mix asphalt overlay, thermoplastic striping delineation, raised pavement marker placement, clearing and grubbing, adjust frame and cover to grade, radar speed feedback sign installation, and traffic control.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

9-1.01 INCREASED AND DECREASED QUANTITIES:
The County reserves the right to increase, decrease or delete the quantities of items as follows:

<table>
<thead>
<tr>
<th>ITEM NUMBER</th>
<th>ITEM CODE</th>
<th>ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>731501</td>
<td>MINOR CONCRETE (ISLAND CONSTRUCTION)</td>
</tr>
<tr>
<td>13</td>
<td>150701</td>
<td>REMOVE PAINTED &amp; THERMOPLASTIC TRAFFIC STRIPE</td>
</tr>
<tr>
<td>39</td>
<td>562007</td>
<td>ROADSIDE SIGNS</td>
</tr>
<tr>
<td>40</td>
<td>562007</td>
<td>ROADSIDE SIGNS</td>
</tr>
<tr>
<td>9</td>
<td>374206</td>
<td>SEAL RANDOM CRACKS</td>
</tr>
<tr>
<td>30</td>
<td>152438</td>
<td>MONUMENT FRAME &amp; COVER</td>
</tr>
<tr>
<td>38</td>
<td></td>
<td>PAINT RAISED ISLAND</td>
</tr>
<tr>
<td>37</td>
<td>393001</td>
<td>PAVEMENT REINFORCING FABRIC</td>
</tr>
</tbody>
</table>

The adjustment provision in Section 4-1.03 “Changes” of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.
SECTION 10 - CONSTRUCTION DETAILS

SECTION 10-1 - GENERAL

10-1.01 ORDER OF WORK:
Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Contractor shall immediately order electronic equipment for solar radar curve warning sign upon receipt of Notice to Proceed with construction of the project. Copy notice of receipt of order by vendor shall be to the provided Engineer.

Prior to the start of the operation for cold plane asphalt concrete pavement, the contractor shall have a certified asphalt concrete plant and an approved mix design for the initial asphalt concrete

10-1.02 PROJECT APPEARANCE:
The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

- When practical, broken concrete shall be disposed of concurrently with its removal. If stock piling is necessary, the material shall be removed or disposed of weekly.
- The Contractor shall furnish trash bins for all debris from construction. Debris shall be placed in trash bins daily.

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

10-1.03 WATER POLLUTION CONTROL: (BID ITEM NO. 1)

GENERAL

Summary

Work activities must not disturb 1 or more acres of soil. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including the work item shown in the verified Bid Item List for Prepare Water Pollution Control Program. WPCP preparation includes obtaining WPCP approval, amending the WPCP, and monitoring and inspecting WPC P practices at the job site.

Do not start work until:

1. WPCP is approved
2. WPCP review requirements have been fulfilled. If the RWQCB requires time for WPCP review, allow 30 days for the RWQCB to review the WPCP as specified under "Submittals" of these special provisions.
A Storm Water Information Handout has been prepared for this contract and is available as described in "Supplemental Project Information" of these special provisions.

Definitions and Abbreviations

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

NPDES: National Pollutant Discharge Elimination System.

NOI: Notice of Intent.

QSD: Qualified SWPPP Developer.

QSP: Qualified SWPPP Practitioner.

RWQCB: Regional Water Quality Control Board.

SWPPP: Storm Water Pollution Prevention Plan.

SWRCB: State Water Resources Control Board.

WPC: Water Pollution Control.

WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the WPCP and oversees revisions and amendments to the WPCP.

WPCP: Water Pollution Control Program.

Submittals

Within 7 days after contract approval, start the following process for WPCP approval:

1. Submit 2 copies of the WPCP and allow 15 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.

2. Change and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.

3. When the Engineer approves the WPCP, submit an electronic and 3 printed copies of the approved WPCP.

4. If the RWQCB reviews the approved WPCP, the Engineer submits one copy of the approved WPCP to the RWQCB for their review and comment. RWQCBs requiring time to review WPCPs include:

5. If the Engineer requests changes to the WPCP based on RWQCB comments, amend the WPCP within 3 days.
1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.

2. Employee training records:

   2.1. Within 5 days of WPCP approval for existing employees
   2.2. Within 5 days of training for new employees
   2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any construction support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the construction support facility
2. A copy of the NOI approved by the RWQCB and the WPCP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Quality Control and Assurance

Training

Provide storm water training for:

1. Project managers
2. Supervisory personnel
3. Employees involved with WPC work

Train all employees, including subcontractor’s employees, in the following subjects:

1. WPC rules and regulations
2. Implementation and maintenance for:

   2.1. Temporary Soil Stabilization
   2.2. Temporary Sediment Control
   2.3. Tracking Control
   2.4. Wind Erosion Control
   2.5. Material pollution prevention and control
   2.6. Waste management
   2.7. Non-storm water management
   2.8. Identifying and handling hazardous substances
   2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial WPC training before working on the project.
Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other WPC references are available at the Department's "Construction Storm Water and Water Pollution Control" Web site. For the Web site, go to:


If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC practices.

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the SWRCB for "Discharge of Stormwater Associated with Industrial Activities Excluding Construction Activities." For the General Industrial Permit, go to:
http://www.waterboards.ca.gov/

Water Pollution Control Manager

Assign one WPC Manager to implement the WPCP. You may assign a different QSP to prepare the WPCP.

The WPC Manager must comply with the Permit (Order No. 2009-0009-DWQ, NPDES No. CAS000002) for a QSP by having at least one of the following qualifications:

2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.
3. Qualifications described in the Permit for a QSD
4. Department approved storm water management training described in the Department’s "Construction Storm Water and Water Pollution Control" Web site

At the job site, the WPC Manager must:

1. Be responsible for WPC work
2. Be the primary contact for WPC work
3. Oversee the maintenance of WPC practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to WPC practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved WPCP and amend the WPCP when required

WPC Manager must oversee:

1. Inspections of WPC practices identified in the WPCP
2. Inspections for visual monitoring

WATER POLLUTION CONTROL PROGRAM

WPCP work includes preparing a WPCP, obtaining WPCP approval, amending the WPCP, and reporting on WPC practices at the job site. The WPCP must comply with the Preparation Manual. The WPCP is required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

You may request, or the Engineer may order, changes to the WPC work. Changes may include the addition of new WPC practices. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The WPCP must include WPC practices:

1. For storm water and non-stormwater from areas outside of the job site related to project work activities such as:
1.1. Staging areas
1.2. Storage yards
1.3. Access roads

2. For activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

The WPCP must include a copy of permits obtained by the Department such as Fish & Game permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

WPCP Amendments

You must amend the WPCP when:

1. Changes in work activities could affect the discharge of pollutants
2. WPC practices are added by change order work
3. WPC practices are added at your discretion

If you amend the WPCP, follow the same process specified for WPCP approval.

Retain a printed copy of the approved WPCP at the job site.

WPCP Schedule

The WPCP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants in storm water
2. Describe WPC practices associated with each construction phase
3. Identify soil stabilization and sediment control practices for disturbed soil areas

IMPLEMENTATION REQUIREMENTS

WPCP Implementation

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

http://www.srh.noaa.gov/forecast

Whenever you or the Engineer identifies a deficiency in the implementation of the approved WPCP:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the
Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue WPCP implementation during any temporary suspension of work activities.

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

If actions for your convenience disturb 1 or more acres of soil, you must pay all costs and be responsible for all delays associated with submitting a SWPPP.

Inspection

The WPC Manager must oversee inspections for WPC practices identified in the WPCP:

1. Before a forecasted storm
2. After precipitation that causes site runoff
3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site Management" of these special provisions

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed WPC practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the WPC Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

Reporting Requirements

If the following occur, notify the Engineer within 6 hours:

1. You identify discharges into receiving waters or drainage systems causing or potentially causing pollution
2. The project receives a written notice or order from a regulatory agency

No later than 48 hours after the conclusion of a storm event resulting in a discharge, a non-
stormwater discharge, or receiving the notice or order, submit:

1. Date, time, location, and nature of the activity, type of discharge and quantity, and the cause of the notice or order
2. WPC practices used before the discharge, or before receiving the notice or order
3. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice

PAYMENT (BID ITEM NO.1)

The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidental and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for WPCP are made as follows:

1. After the Engineer approves the WPCP, the Department includes up to 75 percent of the bid item price in the monthly progress estimate
2. After contract acceptance, the Department pays for the remaining percentage of the bid item price

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

The Department does not pay for WPC practices installed at your construction support facilities.

WPC practices for which there are separate bid items of work are measured and paid for as those bid items of work.

10-1.04 CONSTRUCTION SITE MANAGEMENT: (BID ITEM NO. 2)

GENERAL

Summary

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-stormwater at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents specified in these special provisions, refer to the Department’s Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Department’s Construction Storm Water and Water Pollution Control web site at:
Definitions and Abbreviations

**active and inactive areas:** (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.


**CDPH:** California Department of Public Health

**Dewatering Guide:** The Department's Field Guide to Construction Site Dewatering.

**ELAP:** Environmental Laboratory Accreditation Program

**minor spills:** Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.

**MSDS:** Material Safety Data Sheet

**Preparation Manual:** The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

**semi-significant spills:** Spills that can be controlled by a first responder with help from other personnel.

**significant or hazardous spills:** Spills that cannot be controlled by construction personnel.

**WPC:** Water Pollution Control

**WPC Manager:** Water Pollution Control Manager as defined under "Water Pollution Control" of these special provisions.

Submittals

Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored
3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

CONSTRUCTION

Spill Prevention and Control

Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills

Clean up minor spills using the following procedures:
1. Contain the spread of the spill
2. Recover the spilled material by absorption
3. Clean the contaminated area
4. Dispose of the contaminated material promptly and properly

Semi-significant Spills

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill with an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil
4. If the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of the contaminated material promptly and properly

Significant or Hazardous Spills

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff has arrived. Do the following:

1. Notify the Engineer and follow up with a written report
2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site
4. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
6. Notify other agencies as appropriate, including:
   6.1. Fire Department
   6.2. Public Works Department
   6.3. Coast Guard
   6.4. Highway Patrol
   6.5. City Police or County Sheriff Department
   6.6. Department of Toxic Substances
   6.7. California Division of Oil and Gas
   6.8. Cal OSHA
   6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.
Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

Material Management

General

Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, and watercourses.

Implement the practices described under "Material Management" of these special provisions while taking delivery of, using, or storing any of the following materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials including fuel, oil, and grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

If practicable, use less hazardous materials.

Material Storage

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 as specified by the Department, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these special provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.

8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.

9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.

10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

Stockpile Management

Use the following stockpile management procedures:

1. Reduce or eliminate potential water pollution from stockpiled material including soil, paving material, and pressure treated wood.

2. Locate stockpiles:

   2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

   2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric

2. Surrounded with a linear sediment barrier

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric

2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets

2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface

2. Covered with impermeable material

3. Protected from run-on and runoff
Control wind erosion year round under Section 14-9.02, "Dust Control" of the Standard Specifications.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove the sediment.

Waste Management

Solid Waste

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. The WPC Manager must monitor solid waste storage and disposal procedures at the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Furnish enough closed-lid dumpsters of sufficient size to contain any solid waste generated by work activities. When the refuse reaches the fill line, empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and pick up dumpsters more frequent during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles at the job site yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste

Use hazardous waste management practices if waste is generated at the job site from the following substances:
1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives and treated posts
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

The WPC Manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by ELAP under CDPH to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these special provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous waste. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, and storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste.
The WPC Manager must inspect the following daily:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

Contaminated Soil

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

Concrete Waste

Use practices that will prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Collect and dispose of portland cement concrete, AC, or HMA waste at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry
4. Concrete truck or other concrete-coated equipment is cleaned at the job site

Sanitary and Septic Waste

Do not bury or discharge wastewater from sanitary or septic systems within Department right-of-way. The WPC Manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourses, and flow lines.
Obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

Liquid Waste

Use practices that will prevent job site liquid waste from entering storm drain systems or watercourses. Liquid waste includes the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-stormwater liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.

Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these special provisions unless the Engineer approves another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right-of-way.

If an approved location is available within the job site, fluids and residuum exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these special provisions.

Non-Storm Water Management

Water Control and Conservation
Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything at the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas; do not wash them with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

Illegal Connection and Discharge Detection and Reporting

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

Look for the following evidence of illegal connections, discharges, or dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains or residue in ditches, channels or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances near junction structures

Vehicle and Equipment Cleaning

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.
Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, clean or wash vehicles and equipment in an outside area. The outside area must be:

1. Paved with AC, HMA, or concrete paving
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water
4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

When washing vehicles or equipment with water, use as little water as possible. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.

The WPC Manager must inspect vehicle and equipment cleaning facilities:

1. Daily if vehicle and equipment cleaning occurs daily
2. Weekly if vehicle and equipment cleaning does not occur daily

Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off the job site.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done at the job site, areas for the following activities must be:

1. On level ground
2. Protected from storm water run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do
not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

The WPC Manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily
2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

The WPC Manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

Material and Equipment Used Over Water

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment. If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under the vehicle or equipment on docks, barges, or other surfaces over water.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind.

Structure Removal Over or Adjacent to Water

Do not allow demolished material to enter storm water systems or watercourses. Use approved covers and platforms to collect debris. Use attachments on equipment to catch debris on small demolition activities. Empty debris catching devices daily and handle debris under "Waste Management" of these special provisions.

The WPC Manager must inspect demolition sites within 50 feet of storm water systems or watercourses daily.

Paving, Sealing, Sawcutting, Grooving, and Grinding Activities

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding grooving, or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until
paving, sealing, sawcutting, grooving, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

If precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities if precipitation is predicted during the application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow slurry to run onto lanes open to traffic or off the pavement.

Collect residue from portland cement concrete grinding and grooving activities with a vacuum attachment on the grinding machine. Do not leave any residue on the pavement or allow the residue to flow across the pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these special provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

Thermoplastic Striping and Pavement Markers

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill a preheating container above a level that is 6 inches below the top. Truck beds must be cleaned daily of scraps or melted thermoplastic.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. Release all pressure from a melting tank before removing the lid to fill or service. Do not fill a melting tank above a level that is 6 inches below the top.

Collect bituminous material from the roadway after marker removal.

Pile Driving

Keep spill kits and cleanup material at pile driving locations. Pile driving equipment must be parked over drip pans, absorbent pads, or plastic sheeting with absorbent material. If precipitation is predicted, protect pile driving equipment by parking on plywood and covering with plastic.

Store pile driving equipment when not in use. Stored pile driving equipment must be:
1. Kept on level ground
2. Protected from storm water run-on
3. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

If practicable, use vegetable oil instead of hydraulic fluid.

The WPC Manager must inspect the pile driving area for leaks and spills:

1. Daily when pile driving occurs daily
2. Weekly when pile driving does not occur daily

Concrete Curing

Do not overspray chemical curing compound. Minimize the drift by spraying as close to the concrete as possible. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture while curing concrete.

Concrete Finishing

Collect and dispose of water and solid waste from high-pressure water blasting. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. The blast residue may contain hazardous material.

Inspect concrete finishing containment structures for damage before each day of use and before predicted precipitation. Remove liquid and solid waste from containment structures after each work shift.

Sweeping

Sweeping must be done using hand or mechanical methods such as vacuuming.

Monitor paved areas and roadways within the job site for sediment and debris generating activities such as:

1. Clearing and grubbing
2. Earthwork
3. Trenching
4. Roadway structural section work
5. Vehicles entering and leaving the job site
6. Soil disturbing work
7. Work that causes offsite tracking of material
If sediment or debris is observed, perform sweeping:

1. Within:
   1.1. 8 hours of predicted rain
   1.2. 24 hours unless the Engineer approves a longer period

2. On paved roads at job site entrances and exit locations
3. On paved areas within the job site that flow to storm drains or receiving waters

You may stockpile collected material at the job site. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week.

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Dewatering

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities.

If dewatering and discharging activities are specified under a work item such as "Temporary Active Treatment System" or "Dewatering and Discharge," perform dewatering work as specified in the section involved.

If dewatering and discharging activities are not specified under a work item and you will be performing dewatering activities, you must:

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these special provisions at least 10 days before starting dewatering activities. The Dewatering and Discharge Plan must include:
   1.1. Title sheet and table of contents
   1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points
   1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
   1.4. Discharge alternatives such as dust control or percolation
   1.5. Visual monitoring procedures with inspection log

2. Conduct dewatering activities under the Departments' s "Field Guide for Construction Dewatering."
3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.

4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13 "Disposal of Material Outside the Highway Right of Way" of the Standard Specification if it cannot be discharged within project limits due to site constraints.

5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

PAYMENT

The contract lump sum price paid for construction site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, sweeping, material management, waste management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

10-1.05 STREET SWEEPING:
Street sweeping shall be conducted where sediment is tracked from the job site onto paved roads, as described in the approved Water Pollution Control Program (WPCP) in accordance with "Water Pollution Control" of these special provisions, and as directed by the Engineer.

Street sweeping shall be one of the water pollution control practices for sediment control. The WPCP shall include the use of street sweeping. Street sweeping shall be performed in accordance with Section 4, SC-7 in the Construction Site Best Management Practices Manual of the Caltrans Storm Water Quality Handbooks.

The number of street sweepers shall be as designated in the approved WPCP. The Contractor shall maintain at least one sweater on the job site at all times during the period that sweeping work is required. Sweepers shall be self-loading, motorized, and shall have spray nozzles. Sweepers may include a vacuum apparatus.

Street sweeping shall start at the beginning of clearing and grubbing and shall continue until completion of the project, or as directed by the Engineer. Street sweeping shall be performed immediately after soil disturbing activities occur or offsite tracking of material is observed. Street sweeping shall be performed so that dust is minimized. If dust generation is excessive or sediment pickup is ineffective as determined by the Engineer, the use of water or a vacuum will be required.

At the option of the Contractor, collected material may be temporarily stockpiled in accordance
with the approved WPCP. Collected material shall be disposed of at least once per week.

Material collected during street sweeping operations shall be disposed of in conformance with Section 7-1.13, "Disposal of Material Outside The Highway Right Of Way," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in street sweeping, including disposal of collected material, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for Construction Site Management.

10-1.06 TEMPORARY DRAINAGE INLET PROTECTION:

GENERAL

Summary

This work includes constructing, maintaining, and removing temporary drainage inlet protection. Drainage inlet protection settles and filters sediment before stormwater runoff discharges into storm drainage systems.

The WPCP must describe and include the use of temporary drainage inlet protection as a water pollution control practice for sediment control.

Provide temporary drainage inlet protection to meet the changing conditions around the drainage inlet. Temporary drainage inlet protection must be:

1. Appropriate type to meet the conditions around the drainage inlet
2. Type 1, Type 2, Type 3A, Type 3B, Type 4, Type 4B, Type 5, Type 6A, Type 6B, or a combination

Submittals

Submit a Certificate of Compliance as specified in Section 6-1.07, "Certificates of Compliance" of the Standard Specifications for:

1. Erosion control blanket
2. Fiber rolls
3. Safety cap for metal posts
4. Silt fence fabric
5. Sediment filter bag
6. Foam barrier
7. Rigid plastic barrier
8. Gravel-filled bag fabric
If you substitute the steel wire staple with an alternative attachment device, submit a sample of the device for approval at least 5 business days before installation.

**MATERIALS**

Geosynthetic Fabrics

Geosynthetic fabrics for temporary drainage inlet protection must consist of one of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Geosynthetic fabrics for temporary drainage inlet must comply with the specifications for water pollution control in Section 88-1.05, "Water Pollution Control," of the Standard Specifications.

Foam barrier must comply with:

<table>
<thead>
<tr>
<th>Property</th>
<th>ASTM Designation</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab breaking load</td>
<td>D 4632</td>
<td>200</td>
</tr>
<tr>
<td>Apparent elongation</td>
<td>D 4632</td>
<td>15</td>
</tr>
<tr>
<td>Water Flow Rate</td>
<td>D 4491</td>
<td>100-150</td>
</tr>
<tr>
<td>Permittivity</td>
<td>D 4491</td>
<td>0.05</td>
</tr>
<tr>
<td>Apparent opening size</td>
<td>D 4751</td>
<td>40</td>
</tr>
<tr>
<td>Ultraviolet Degradation</td>
<td>D 4595</td>
<td>70</td>
</tr>
</tbody>
</table>

Sample under ASTM D 4354, Procedure C.

Test under ASTM D 4759. All properties are based on Minimum Average Roll Value (MARV).

Identify, store, and handle under ASTM D 4873.

**Erosion Control Blanket**

Erosion control blanket must be:
1. Described as a rolled erosion control product (RECP)
2. Classified as temporary and degradable or long-term and non-degradable
3. Machine-made mats
4. Provided in rolled strips
5. Classified by the Erosion Control Technology Council (ECTC)

Erosion control blanket classified as temporary and degradable must be one of the following:

1. Double net excelsior blanket:
   
   1.1. Classified as ECTC Type 2D
   1.2. Classified as an erosion control blanket
   1.3. Designed to last for at least one year after installation
   1.4. With a Universal Soil Loss Equation (USLE) C-Factor of not more than 0.20 at a 2:1 (horizontal:vertical) slope
   1.5. With 80 percent of the wood excelsior fibers being 6 inches or longer
   1.6. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
   1.7. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035
   1.8. With top and bottom surfaces covered with extruded photodegradable plastic netting or lightweight non-synthetic netting

2. Double net straw and coconut blanket:

   2.1. Classified as ECTC Type 2D
   2.2. Classified as an erosion control blanket
   2.3. Designed to last for at least one year after installation
   2.4. With a USLE C-Factor of not more than 0.20 at a 2:1 (horizontal:vertical) slope
   2.5. Comprised of 70 percent straw and 30 percent coconut fiber
   2.6. Capable to withstand a maximum shear stress of 1.75 pounds per square foot under ASTM D 6460
   2.7. With a minimum tensile strength of 75 pounds per foot under ASTM D 5035
   2.8. With top and bottom surfaces covered with extruded photodegradable plastic netting or lightweight non-synthetic netting

3. Jute netting:

   3.1. Classified as ECTC Type 3B
   3.2. Classified as an open weave textile and have from 14 to 20 strands per foot in each direction
   3.3. Designed to last for at least one year after installation
   3.4. With a USLE C-Factor of not more than 0.25 at a 1.5:1 (horizontal:vertical) slope
   3.5. Comprised of 100 percent unbleached and undyed spun yarn made of jute fiber
   3.6. With an average open area from 63 to 70 percent
   3.7. From 48 to 72 inches in width
   3.8. Capable to withstand a maximum shear stress of 2.0 pounds per square foot under ASTM D 6460
   3.9. With a minimum tensile strength of 100 pounds per foot under ASTM D 5035
3.10. From 0.90 to 1.20 pounds per square yard in weight

4. Coir netting:

4.1. Classified as ECTC Type 4
4.2. Classified as an open weave textile and from 13 to 18 strands per foot in each
direction
4.3. Designed to last for at least three years after installation
4.4. With a USLE C-Factor of not more than 0.25 at a 1:1 (horizontal:vertical) slope
4.5. Comprised of 100 percent unbleached and undyed spun coir yarn made of coconut
fiber
4.6. With an average open area from 63 to 70 percent
4.7. From 72 to 158 inches in width
4.8. Capable to withstand a maximum shear stress of 2.25 pounds per square foot under
ASTM D6460
4.9. With a minimum tensile strength of 125 pounds per foot under ASTM D 5035
4.10. From 1.20 to 1.67 pounds per square yard in weight

Erosion control blanket classified as long-term and non-degradable must:

1. Be a geosynthetic fabric
2. Comply with the specifications for rock slope protection fabric (Class 8) in Section 88-1.06,
"Channel and Shore Protection," of the Standard Specifications

Staples

You may use an alternative attachment device such as a geosynthetic pins or plastic pegs to
install erosion control blanket.

Rock

Rock must comply with:

1. Requirements under Section 72-2.02, "Materials," of the Standard Specifications
2. Following sizes:

<table>
<thead>
<tr>
<th>Square Screen Size (Inch)</th>
<th>Percentage Passing</th>
<th>Percentage Retained</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>100</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>100</td>
</tr>
</tbody>
</table>

Rope

Rope for fiber rolls must be:

1. Biodegradable, such as sisal or manila
2. At least 1/4 inch in diameter
Fiber Rolls

Fiber rolls must:

1. Last for at least one year after installation
2. Be Type 1 or Type 2

For Type 1, fiber rolls must be:

1. Made from an erosion control blanket classified as temporary and degradable
2. Rolled along the width
3. Secured with natural fiber twine every 6'-6" from each end
4. Finished to be either:
   4.1. From 8 to 10 inches in diameter, from 10 to 20 feet long, and at least 0.5 pounds per linear foot
   4.2. From 10 to 12 inches in diameter, at least 10 feet long, and at least 2 pounds per linear foot

For Type 2, fiber rolls must:

1. Be filled with rice or wheat straw, wood excelsior, or coconut fiber
2. Be covered with photodegradable plastic netting, biodegradable jute, sisal, or coir fiber netting
3. Have netting secured tightly at each end
4. Be finished to be either:
   4.1. From 8 to 10 inches in diameter, from 10 to 20 feet long, and at least 1.1 pounds per linear foot
   4.2. From 10 to 12 inches in diameter, at least 10 feet long, and at least 3 pounds per linear foot

Wood Stakes

Wood stakes must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects which would render the stakes unfit for use
3. Pointed on the end to be driven into the ground

For fiber rolls, wood stakes must be at least:

1. 1" x 1" x 24" in size for Type 1 installation
2. 1" x 2" x 24" in size for Type 2 installation

Posts
Posts must be wood or metal.

Wood posts must be:

1. Untreated fir, redwood, cedar, or pine and cut from sound timber
2. Straight and free of loose or unsound knots and other defects that would render the stakes unfit for use
3. Pointed on the end to be driven into the ground
4. At least 2" x 2" in size, and 4 feet long

Metal posts must:

1. Be made of steel.
2. Have a "U," "T," "L," or other cross sectional shape that can resist failure from lateral loads.
3. Be pointed on the end to be driven into the ground.
4. Weigh at least 0.75-pound per foot.
5. Be at least 4 feet long.
6. Have a safety cap attached to the exposed end. The safety cap must be orange or red plastic and fit snugly to the metal post.

Silt Fence

Silt fence must be:

1. Constructed with silt fence fabric, posts, and fasteners
2. Prefabricated or assembled at the job site

Silt fence fabric must be attached to posts using these methods:

1. If prefabricated silt fence is used, posts must be inserted into sewn pockets
2. If assembled on the job site:

   2.1. If wood posts are used, fasteners must be staples or nails
   2.2. If steel posts are used, fasteners must be tie wires or locking plastic fasteners
   2.3. Spacing of the fasteners must be at least 8 inches

Gravel-filled Bags

Gravel-filled bags must:

1. Be made from fabric.
2. Have inside dimensions from 24 to 32 inches in length, and from 16 to 20 inches in width.
3. Have the opening bound to retain the gravel. The opening must be sewn with yarn, bound with wire, or secured with a closure device.
4. Weigh from 30 to 50 pounds when filled with gravel.

Gravel for gravel-filled bags must be:
1. From 3/8 to 3/4 inch in diameter
2. Clean and free from clays, organic matter, and other deleterious materials

Sediment Filter Bag

Sediment filter bag must:

1. Be made of fabric
2. Be sized to fit the catch basin or drainage inlet
3. Include a high-flow bypass

Sediment filter bag may include a metal frame. Sediment filter bags that do not have a metal frame and are deeper than 18 inches must:

1. Include lifting loops and dump straps
2. Include a restraint cord to keep the sides of the bag away from the walls of the catch basin

Foam Barriers

Foam barriers must:

1. Be filled with a urethane foam core
2. Have a geosynthetic fabric cover and flap
3. Have a triangular, circular, or square shaped cross section
4. Have a vertical height of at least 5 inches after installation
5. Have a horizontal flap of at least 8 inches in width
6. Have a length of at least 4 feet per unit
7. Have the ability to interlock separate units into a longer barrier so that water does not flow between the units
8. Be secured to:

   8.1. Pavement with 1-inch concrete nails with 1-inch washers and solvent-free adhesive
   8.2. Soil with 6-inch nails with 1-inch washers

Rigid Plastic Barriers

Rigid plastic barriers must:

1. Have an integrated filter
2. Have a formed outer jacket of perforated high density polyethylene (HDPE) or polyethylene terephthalate (PET)
3. Have a flattened tubular shaped cross section
4. Be made from virgin or recycled materials
5. Be free from biodegradable filler materials that degrade the physical or chemical characteristics of the finished filter core or outer jacket
6. Have a length of at least 4 feet per unit
7. Have the ability to interlock separate units into a longer barrier so that water does not flow between the units
8. Be secured to:
   8.1 Pavement with 1-inch concrete nails with 1-inch washers and solvent-free adhesive, with gravel-filled bags, or a combination
   8.2 Soil with 6-inch nails with 1-inch washers and wood stakes

9. Comply with the following properties:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab tensile strength of outer jacket material, pounds/square inch, min. in each direction ASTM D 4632*</td>
<td>4000</td>
</tr>
<tr>
<td>Break strength of outer jacket, pounds/square inch ASTM D 4632*</td>
<td>1300</td>
</tr>
<tr>
<td>Permittivity of filter core, 1/sec., min. ASTM D 4491</td>
<td>0.38</td>
</tr>
<tr>
<td>Flow rate of filter core, gallons per minute per square foot, ASTM D 4491</td>
<td>100 min. 200 max.</td>
</tr>
<tr>
<td>Filter core aperture size, max., Average Opening Size (AOS), microns</td>
<td>425</td>
</tr>
<tr>
<td>Ultraviolet stability (outer jacket &amp; filter core), percent tensile strength retained after 500 hours, min. ASTM D 4355 (xenon-arc lamp and water spray weathering method)</td>
<td>90</td>
</tr>
</tbody>
</table>

* or appropriate test method for specific polymer

If used at a curb inlet without a grate, rigid plastic barriers must:

1. Have a horizontal flap of at least 6 inches with an under-seal gasket to prevent underflows
2. Include a high-flow bypass
3. Have a vertical height of at least 7 inches after installation
4. Be sized to fit the catch basin or drainage inlet

If used at a grated catch basin without a curb inlet, rigid plastic barriers must:

1. Cover the grate by at least 2 inches on each side and have an under-seal gasket to prevent underflows
2. Include a high-flow bypass
3. Have a vertical height of at least 1.5 inches after installation
4. Be sized to fit the catch basin or drainage inlet

If used at a curb inlet with a grate, rigid plastic barriers must:

1. Have a horizontal flap that covers the grate by at least 2 inches on the 3 sides away from the curb opening and have an under-seal gasket to prevent underflows
2. Include a high-flow bypass
3. Have a vertical section that covers the curb opening by at least 5 inches after installation
4. Be sized to fit the catch basin or drainage inlet

If used as a linear sediment barrier, rigid plastic barriers:
1. Must have an installed height of at least 6 inches
2. May have a horizontal flap of at least 4 inches

Linear Sediment Barrier

Linear sediment barriers must consist of one or more of the following:

1. Silt fence
2. Gravel-filled bags
3. Fiber roll
4. Rigid plastic barrier
5. Foam barrier

Flexible Sediment Barrier

Flexible sediment barriers consist of one or more of the following:

1. Rigid plastic barrier
2. Foam barrier

CONSTRUCTION

For drainage inlet protection at drainage inlets in paved and unpaved areas:

1. Prevent ponded runoff from encroaching on the traveled way or overtopping the curb or dike. Use linear sediment barriers to redirect runoff and control ponding.
2. Clear the area around each drainage inlet of obstructions including rocks, clods, and debris greater than one inch in diameter before installing the drainage inlet protection.
3. Install a linear sediment barrier up-slope of the existing drainage inlet and parallel with the curb, dike, or flow line to prevent sediment from entering the drainage inlet.

Erosion Control Blanket

To install erosion control blanket and geosynthetic fabric:

1. Secure blanket or fabric to the surface of the excavated sediment trap with staples and embed in a trench adjacent to the drainage inlet
2. Anchor the perimeter edge of the erosion control blanket in a trench

Silt Fence

If silt fence is used as a linear sediment barrier:

1. Place fence along the perimeter of the erosion control blanket, with the posts facing the drainage inlet
2. Install fence with the bottom edge of the silt fence fabric in a trench. Backfill the trench with soil and compact manually
Gravel Bag Berm

If gravel bag berm is used as a linear sediment barrier:

1. Place gravel-filled bags end-to-end to eliminate gaps
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row

If gravel bag berms are used for Type 3A and Type 3B:

1. Place gravel-filled bags end-to-end to eliminate gaps
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row
3. Arrange bags to create a spillway by removing one or more gravel-filled bags from the upper layer

If used within shoulder area, place gravel-filled bags behind temporary railing (Type K).

Fiber Rolls

If fiber rolls are used as a linear sediment barrier:

1. Place fiber rolls in a furrow.
2. Secure fiber rolls with stakes installed along the length of the fiber rolls. Stakes must be installed from 6 to 12 inches from the end of the rolls.

If fiber rolls are used as a linear sediment barrier for Type 4A, place them over the erosion control blanket.

Foam Barriers

If foam barriers are used as a linear sediment barrier:

1. Install barriers with the horizontal flap in a 3 inch deep trench and secured with nails and washers placed no more than 4 feet apart
2. Secure barriers with 2 nails at the connection points where separate units overlap
3. Place barriers without nails or stakes piercing the core

Flexible Sediment Barriers

If flexible sediment barriers are used:

1. Secure barriers to the pavement with nails and adhesive, gravel-filled bags, or a combination
2. Install barriers flush against the sides of concrete, asphalt concrete, or hot mix asphalt curbs or dikes
3. Place barriers to provide a tight joint with the curb or dike and anchored in a way that runoff cannot flow behind the barrier

If flexible sediment barriers are used for Type 4B:
1. Secure barriers to the pavement according to the angle and spacing shown on the plans
2. Place barriers to provide a tight joint with the curb or dike. Cut the cover fabric or jacket to ensure a tight fit

Rigid Sediment Barriers

If rigid sediment barriers are used at a grated catch basin without a curb inlet:

1. Place barriers using the gasket to prevent runoff from flowing under the barrier
2. Secure barriers to the pavement with nails and adhesive, gravel-filled bags, or a combination

If rigid sediment barriers are used for linear sediment barriers:

1. Install barriers in a trench. Backfill the trench with soil and compact manually
2. Place barrier with separate units overlapping at least 4 inches
3. Reinforce barriers with a wood stake at each overlap
4. Fasten barriers to the wood stakes with steel screws, 16 gauge galvanized steel wire, or with UV stabilized cable ties that are from 5 to 7 inches in length

Sediment Filter Bags

Install sediment filter bags for Type 5 by:

1. Removing the drainage inlet grate
2. Placing the sediment bag in the opening
3. Replacing the grate to secure the sediment filter bag in place

MAINTENANCE

Maintain temporary drainage inlet protection to provide sediment holding capacity and to reduce runoff velocities.

Remove sediment deposits, trash, and debris from temporary drainage inlet protection as needed or when directed by the Engineer. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water. Trash and debris must be removed and disposed of as specified in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Maintain temporary drainage inlet protection by removing sediment from:

1. Behind flexible sediment barriers when sediment exceeds 1 inch in depth
2. Surface of the erosion control blanket when sediment exceeds 1 inch in depth
3. Sediment trap for Type 2 when the volume has been reduced by approximately one-half
4. Behind silt fence when the sediment is 1/3 the height of the silt fence fabric above ground
5. Sediment filter bags when filled or when the restraint cords are no longer visible

If rills and other evidence of concentrated runoff occur beneath the linear sediment barrier, repair
or adjust the barrier.

If silt fence fabric becomes split, torn, or unraveled, repair or replace silt fence.

If geosynthetic fabric becomes split, torn, or unraveled, repair or replace foam barriers.

Repair or replace sagging or slumping linear sediment barriers with additional stakes. Replace broken or split wood stakes.

Reattach foam barriers and rigid plastic barriers that become detached or dislodged from the pavement.

Repair split or torn rigid plastic barriers with 16 gauge galvanized steel wire or UV stabilized cable ties that are from 5 to 7 inches in length.

For sediment filter bags without metal frames, empty by placing one inch steel reinforcing bars through the lifting loops and then lift the filled bag from the drainage inlet. For sediment filter bags with metal frames, empty by lifting the metal frame from the drainage inlet. Rinse before replacing in the drainage inlet. When rinsing the sediment filter bags, do not allow the rinse water to enter a drain inlet or waterway.

Repair temporary drainage inlet protection within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary drainage inlet protection, repair temporary drainage inlet protection at your expense.

The Department does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.

REMOVAL

When the Engineer determines that the temporary drainage inlet protection is not required, it must be removed and disposed of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary drainage inlet protection must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the temporary drainage inlet protection, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, shall be considered as included in the contract price paid for Construction Site
Management and no additional compensation shall be allowed therefor.

No additional compensation shall be made if the temporary drainage inlet protection is relocated during the course of construction.

10-1.07 PROGRESS SCHEDULE:
Progress schedules are required for this project and must be submitted as specified in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

Full compensation for submitting the required schedules shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

10-1.08 OBSTRUCTIONS:
Attention is directed to Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify in writing the following utilities and agencies five days prior to the beginning of construction:

Charter Communications  AT & T Broadband
Contact: Mark Wheeler  Contact: Bob Tara
Tel: (831) 846-3761  Tel: (831) 728-3641
8120 Camino Arroyo  515 Chappell Rd.
Gilroy CA 95020-5123  Watsonville, CA 95076

PG&E  Storm, Sewer – Monterey County
Contact: Edmundo Barbaran  Contact: Shawn Atkins
Tel: (831) 479-3118  Tel: (831) 755-4950
615 Seventh Avenue  168 W Alisal St, 2nd Floor
Santa Cruz, CA 95062  Salinas CA 93901

Sunny Mesa Community Services District
Contact: Joe Rosa (831) 722-1389
136 San Juan Road
Watsonville, CA 95076

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

As the first order of work, the contractor shall pothole all utility crossings shown on the plans
and obtains measurements to the top of the pipe from a fixed recoverable point marked on the ground adjacent to the pothole.

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

<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert-Northern California (USA)</td>
<td>(800) 642-2444</td>
</tr>
<tr>
<td></td>
<td>(800) 227-2600</td>
</tr>
<tr>
<td>Western Utilities Underground Alert (Inc.)</td>
<td>(800) 424-3447</td>
</tr>
</tbody>
</table>

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

10-1.09 CONSTRUCTION AREA SIGNS: (BID ITEM NO. 3)

Construction area signs per sheet 2 of the Project Plans shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, these Special Provisions, and the project plans. Construction area signs are shown on sheet 17 of the project plans.

Attention is directed to Section 10-1.06 "Obstructions" of these Special Provisions concerning notification prior to installation of construction area signs.

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Full compensation for performing the above shall be considered in the lump sum price paid for Construction Area Signs, and no additional compensation shall be allowed.

10-1.10 TRAFFIC CONTROL SYSTEM INCLUDING FLAGMEN: (BID ITEM NO. 4)

Construction area signs, flaggers, and flagging for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

In lieu of Section 12-2.02 FLAGGING COSTS of the Standard Specifications, the cost of providing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work shall be borne entirely by the Contractor.

Attention is directed to "Furnish Sign" of these special provisions.
Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert-Northern California (USA)</td>
<td>(800) 642-2444</td>
</tr>
<tr>
<td></td>
<td>(800) 227-2600</td>
</tr>
<tr>
<td>Western Utilities Underground Alert (Inc.)</td>
<td>(800) 424-3447</td>
</tr>
</tbody>
</table>

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

MAINTAINING TRAFFIC:
Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," of the Standard Specifications and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications.
Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system.

Closures shall conform to the provisions in "Traffic Control System for Lane Closure" of these special provisions.

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety" of the Standard Specifications.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress. Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minute.

Personal vehicles of the Contractor’s employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48” x 48” in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Designated legal holidays are: January 17, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, Day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of additional W20-1, W21-5b, and C24(CA) signs not shown on sheet 17 of plans shall be considered as included in the contract lump sum price paid for traffic control system including flagmen and no additional compensation will be allowed therefore.
### Chart No. 1
**Conventional Highway Lane Requirements**

<table>
<thead>
<tr>
<th>County: Monterey</th>
<th>Route/Direction: San Juan Road/EB</th>
<th>MP: 2.38 to 8.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closure Limits: Milepost 2.38 to MP 8.5 (near Dunbarton Road)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FROM HOUR TO HOUR | 24 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|-------------------|----|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Mondays through Thursdays | N | N | N | N | N | N | N | N | R | R | R | R | R | R | N | N | N | N | N | N | N | N | N | N | N | N |
| Fridays           | N | N | N | N | N | N | N | N | N | N | R | R | R | R | R | R | R | N | N | N | N | N | N | N | N | N |
| Saturdays         | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| Sundays           | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |

**Legend:**

- **R** Closure with reversible control permitted from 8 AM to 4 PM Monday through Friday except for holidays. In the four through lane section one lane in each direction shall be maintained at all times.
- **N** No closure of any through lanes or turning lanes permitted.

**REMARKS:**
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet. One lane in each direction shall be maintained on Aromas Road and Carpenteria Road at all times.

### Chart No. 2
**Conventional Highway Lane Requirements**

<table>
<thead>
<tr>
<th>County: Monterey</th>
<th>Route/Direction: San Juan Road/WB</th>
<th>MP: 2.38 to 8.5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closure Limits: Milepost 2.38 to MP 8.5 (near Dunbarton Road)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| FROM HOUR TO HOUR | 24 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|-------------------|----|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Mondays through Thursdays | N | N | N | N | N | N | N | N | N | N | R | R | R | R | R | R | R | N | N | N | N | N | N | N | N | N |
| Fridays           | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| Saturdays         | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |
| Sundays           | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N | N |

**Legend:**

- **R** Closure with reversible control permitted. Closure with reversible control permitted from 8 AM to 4 PM Monday through Friday except for holidays. In the four through lane section one lane in each direction shall be maintained at all times.
- **N** No closure of any through lane or turning lane permitted.

**REMARKS:**
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.
CLOSURE REQUIREMENTS AND CONDITIONS:
Closures shall conform to the provisions in "Maintaining Traffic" of these special provisions.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Sunday noon through the following Sunday noon. Closures involving work (temporary barrier placement and paving operations) that will reduce horizontal clearances, traveled way inclusive of shoulders, to 2 lanes or less shall be submitted not less than 25 days and not more than 125 days before the anticipated start of operation. Closures involving work (pavement overlay, overhead sign installation, falsework and girder erection) that will reduce the vertical clearances available to the public, shall be submitted not less than 25 days and not more than 125 days before the anticipated start of operation.

The Closure Schedule shall show the locations and times of the proposed closures. The Closure Schedule request forms furnished by the Engineer shall be used. Closure Schedules submitted to the Engineer with incomplete or inaccurate information will be rejected and returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Closure Schedule amendments, including adding additional closures, shall be submitted by noon to the Engineer, in writing, at least 3 business days in advance of a planned closure. Approval of Closure Schedule amendments will be at the discretion of the Engineer.

The Engineer shall be notified of cancelled closures 2 business days before the date of closure.

Closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer.

CONTINGENCY PLAN

A detailed contingency plan shall be prepared for reopening closures to public traffic. If required by "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, the contingency plan shall be submitted to the Engineer before work at the job site begins. Otherwise, the contingency plan shall be submitted to the Engineer within one business day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. No further closures are to be made until the Engineer has accepted a work plan, submitted by the Contractor that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 business days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to compensation for the suspension of work resulting from the late reopening of closures.
COMPENSATION

The Engineer shall be notified of delays in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay and will be compensated in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications:

1. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to compensation for amendments to the Closure Schedule that are not approved.
2. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure before the time designated in the approved Closure Schedule, delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09, "Delays," of the Standard Specifications.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:
A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Fourteen (14) days prior to the start of any construction activities that will inconvenience the public, the contractor shall place portable changeable message signs at each end of the project limit notifying the public of delays due to construction as directed by the Engineer. Attention is directed to Section 7-1.08, “Public Convenience,” of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

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

When lane closures are made for work periods only, at the end of each work period, 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. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12.3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 7 feet above the ground, but should be as high as practicable.

Flashing arrow signs shall be in the caution display mode when used on 2-lane, 2-way highways.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

   1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
   1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501

2. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hextol Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, telephone (925) 551-4900

3. Renco Rengard Model Nos. CAM 8–815 and RAM 8–815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660–0730, telephone (800) 654–8182

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 1/2 inch high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 1/2 inch high letters which states, "The bottom of this TMA shall be 15 inches ± 1/2 inch above the ground at all points for proper impact."
performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

**PAYMENT (BID ITEM NO. 4)**

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (including flagmen), materials (including signs), tools, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

**10-1.11 TEMPORARY PAVEMENT DELINEATION:**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

**GENERAL**

When the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place before opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided for traveled ways open to public traffic. On multilane roadways (freeways and expressways), edgeline delineation shall be provided for
traveled ways open to public traffic.

Work necessary, including required lines or markers, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive application of paint or removable traffic tape 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, or as determined by the Engineer.

Temporary pavement markers and removable traffic tape that conflicts with a new traffic pattern or that 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.

Temporary pavement delineation shall be used on or adjacent to lanes open to public traffic for a maximum of 14 days. Before the end of the 14 days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, additional temporary pavement delineation shall be provided by the Contractor at no additional cost to the Department. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

**TEMPORARY LANE LINE AND CENTERLINE DELINEATION**

When lanelines or centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Temporary 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 pavement markers shall be placed on longitudinal intervals of not more than 24 feet.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed before opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs shall be installed at the beginning at and every 2,000-foot interval within "no passing" zones. For continuous zones longer than 2 miles, W7-3a or W71(CA) signs shall be installed beneath the W20-1 signs installed in advance of "no passing" zones. R4-2 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been
applied. The signing for "no passing" zones shall be removed when no longer required for the
direction of public traffic. The signing for "no passing" zones shall conform to the provisions in
"Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement
markers used for temporary laneline and centerline delineation and for providing equivalent
patterns of permanent traffic lines for these areas when required shall be considered as included
in the contract prices paid for the items of work that obliterated the laneline and centerline
pavement delineation and no separate payment will be made therefor.

Full compensation for furnishing, placing, and maintaining temporary painted laneline and
centerline pavement delineation shall be considered as included in the contract prices paid for the
items of work that obliterated the laneline and centerline pavement delineation and no separate
payment will be made therefor.

Full compensation for furnishing, placing, maintaining, and removing signing specified for "no
passing" zones shall be considered as included in the contract prices paid for the items of work
that obliterated the laneline and centerline pavement delineation and no separate payment will be
made therefor.

TEMPORARY EDGELINE DELINEATION

When edgelines are obliterated on multilane roadways (freeways and expressways), the edgeline
delineation to be provided for that area adjacent to lanes open to public traffic shall consist of: at
the option of the Contractor, either solid 4-inch wide traffic stripe tape of the same color as the
stripe it replaces, traffic cones, portable delineators or channelizers placed at longitudinal
intervals not to exceed 100 feet.

Temporary removable construction grade striping and pavement marking tape shall be as listed in
"Prequalified and Tested Signing and Delineation Materials" of these special provisions.
Temporary removable construction grade striping and pavement marking tape when used shall be
applied in conformance with the manufacturer's recommendations.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary
edgeline delineation shall be determined by the Engineer. If traffic cones or portable delineators
are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel
to remain at the project site to maintain the cones or delineators during hours of the day that the
cones or delineators are in use.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall
be orange in color. Channelizer bases shall be cemented to the pavement in the same manner
provided for cementing pavement markers to pavement in "Pavement Markers" of these special
provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of
pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types
(36 inch) listed in "Prequalified and Tested Signing and Delineation Materials" of these special
provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of
public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

10-1.12 PORTABLE CHANGEABLE MESSAGE SIGN: (BID ITEM NO. 5)

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications and "Maintaining Traffic" of these special provisions.

A portable changeable message sign shall be placed in advance of the first warning sign for each stationary lane closure.

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Seven (7) calendar days prior to the start of work, portable changeable message signs shall be placed, at minimum, at both the beginning and ending limits of construction warning the public of expected delays due to construction activities, as directed by the Engineer.

PAYMENT (BID ITEM NO. 5)

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

10-1.13 CLEARING AND GRUBBING:


The contractor shall remove and dispose of all existing vegetation, weeds, tree branches, dirt, debris and other materials that cover the existing paved shoulder and paved ditches. The contractor shall trim existing tree branches and shrubs to have a minimum lateral clearance of 3 feet from existing edge of pavement and a vertical clearance of 16 feet. The contractor shall remove and dispose of all the trimmings and debris. The contractor shall expose all the existing edges of pavement so that the grinding and/or overlay can be accomplished to the existing edges of pavement.

PAYMENT

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
Payment for clearing and grubbing shall be considered as included in the contract prices paid for the various items of work involved and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing as shown on the plans, and as specified in these specifications and these special provisions, and as directed by the Engineer, including the removal and disposal of the resulting material and no additional compensation will be allowed therefor.

10-1.14 EXISTING HIGHWAY FACILITIES:
The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

PROTECT AND MAINTAIN EXISTING ROADSIDE SIGNS:
Contractor shall maintain existing roadside signs during all phases of work. Should signs need to be temporarily removed to perform work, a temporary replacement sign shall be provide in a location approved by the Engineer. Immediately after work requiring removal is completed, the Contractor shall reinstall the original sign at its original location and orientation. Damaged signs shall be replaced at the Contractor's expense.

PAYMENT

Payment for protecting and maintaining existing roadside signs shall be considered as included in the contract prices paid for the various items of work involved and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting and maintaining existing roadside signs as specified in these specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.11 ROADWAY EXCATION (ISLAND REMOVAL): (BID ITEM NO. 6)
Roadway excavation shall be performed per Section 19-2 of the Standard Specifications. Roadway excavation shall only include raised island removal at the intersections of Aromas and Carpenteria Roads with San Juan Road. Excavated material shall be the property of the Contractor and be properly disposed outside the project limits.

PAYMENT

The contract price paid per cubic yard for roadway excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excavating the roadway and disposing of the excavated material as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.
10-1.15 MINOR CONCRETE (ISLAND CONSTRUCTION): (BID ITEM NO. 7)

Median island curbing and any other Portland Cement Concrete work shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these Special Provisions. See Section 8-2, "Portland Cement Concrete," of these Special Provisions for the amount of cement to be used per cubic yard.

The concrete for curbing and sidewalk shall be cured by the curing compound method. The curing compound shall be curing compound (6) as specified in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface.

In addition to Section 73-1.08 payment, the contract unit price per cubic yard paid for construction of concrete curb and sidewalk, shall include full compensation for excavation, subgrade preparation, sand or asphalt grindings bedding, compaction, concrete forming, hauling, placement, and furnishing all labor, tools, equipment, materials and incidentals including expansion joints with dowels, score marks, grooving, and any sawcutting necessary to do the work, and no additional compensation shall be allowed therefor.

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing curb and sidewalk and any other minor concrete work as specified in the Contract Documents, Plans, Standard Plans, Standard Specifications, and these Special Provisions shall be considered in the total price paid for per cubic yard for Minor Concrete, and no additional compensation will be allowed therefor.

10-1.16 BASE COURSE(S) TYPE A HMA (island replacement to existing surface, etc.): (BID ITEM NO. 8)

Base course Type A hot mix asphalt (HMA) shall conform to and be placed in accordance with Section 39 of the Standard Specifications. HMA lift thicknesses shall not exceed the requirements of Section 39. This bid item only applies to raised island replacement and minor roadway widening and does not including areas covered by “HMA Replace Asphalt Concrete Surfacing” where existing travel way asphalt surface is to be removed by grinding.

PAYMENT

The contract price paid per ton for base course Type A HMA shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in providing and placing Type A HMA as specified in the standard specifications, these special provisions, and as directed by the engineer and no additional compensation shall be allowed therefor.

10-1.17 SEAL RANDOM CRACKS IN EXISTING SURFACING: (BID ITEM NO. 9)

Cracks in existing asphalt concrete surfacing of traffic lanes and shoulders shall be prepared and
filled with crack sealant and covered with sand and aggregate as in conformance with these special provisions.

Cracks 1/4 inch wide and wider in existing asphalt concrete surfacing and shoulders shall be prepared and sealed. Limits of lanes and shoulders to be prepared and sealed shall be as designated on the plans or directed by the Engineer.

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificate 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:

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

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 10 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.

Cracks that are one inch wide or wider shall be filled with sealant flush with the existing asphalt concrete surfacing and shoulders. While the sealant is still hot, these cracks shall be covered with crushed aggregate conforming to the provisions for Type II slurry seal in Section 37-2.02C, "Aggregate," of the Standard Specifications and compacted with a wetted steel wheel roller or vibrating plate compactor large enough to compact the sealant to the cross section shown on the plans.

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.

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 and to the dimensions shown on the plans.

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

Within 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.

MEASUREMENT AND PAYMENT

Seal random cracks will be measured by lane mile, from actual measurement along the edge of each paved lane, parallel with the gradient of the pavement, or by lane length calculated using post mile designations, as determined by the Engineer.

The contract price paid per lane mile for seal random cracks shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing random cracks, complete in place, including furnishing and applying sand
and aggregate and for brooming excessive sand and aggregate as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for cleaning and sealing random cracks in adjacent paved shoulders shall be considered as included in the contract price paid per lane mile for seal random cracks and no additional compensation will be allowed therefore.

10-1.18 HMA REPLACE ASPHALT CONCRETE SURFACING; (BID ITEMS 10 & 11)

GENERAL

Summary

This work includes removing existing asphalt concrete surfacing to the aggregate base and replacing with hot mix asphalt (HMA). If grinding removes all asphalt cracking prior to reaching the aggregate base then further grinding shall stop. No aggregate base is to be removed unless directed in writing by the Engineer. The Engineer determines the exact limits and depth of replaced asphalt concrete surfacing. The remaining aggregate base shall be compacted to 95% relative compaction per California Test Method 231. Aggregate base shall be stable and unyielding prior to placing HMA.

MATERIALS

HMA Type A and tack coat must comply with the specifications in Section 39-1.02, "Materials" of the Standard Specifications.

The grade of asphalt binder mixed with aggregate for HMA must be PG 64-10.

The aggregate for HMA must comply with the 3/4-inch grading.

CONSTRUCTION


Replace asphalt concrete in a lane before the lane is specified to be opened to public traffic under "Maintaining Traffic" of these special provisions.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

If base is excavated beyond the specified plane, replace it with HMA at your expense.

MEASUREMENT AND PAYMENT
Measurement and payment for removing and replacing asphalt surfacing with new HMA will be based solely on the actual tonnage of new hot mixed asphalt placed.

The contract price paid per ton to remove and replace asphalt concrete surfacing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing with Type A hot mix asphalt including tack coat, complete in place as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

You may request the Engineer's approval to leave rejected replacement HMA in place. If the Engineer approves, you must accept a reduction in the payment for the rejected replacement HMA.

10-1.19 REMOVE RAISED PAVEMENT MARKERS: (BID ITEM 12)

Existing raised pavement markers, when no longer required for traffic lane delineation and where they conflict with proposed paving, shall be removed and disposed of as directed by the Engineer. Striping and markings shall be removed by grinding or sandblasting only. Any damages to the asphalt surface greater than one-quarter inch deep from raised pavement marker removal shall be repaired as directed by the Engineer.

PAYMENT

Full compensation for removing and disposing of raised pavement markers and any resulting pavement damage repair directed by the Engineer shall be considered as included in the contract lump sum price paid for removal and disposal of raised pavement markers and no additional payment shall be made therefor.

10-1.20 REMOVE PAINTED & THERMOPLASTIC TRAFFIC STRIPE: (BID ITEM 13)

Existing painted and thermoplastic traffic stripe shall be removed between the conform joins on each side of the Union Pacific Railroad crossing and disposed of as directed by the Engineer. Striping and markings shall be removed by grinding or sandblasting only. Any damages to the asphalt surface greater than one-quarter inch deep from raised pavement marker removal shall be repaired as directed by the Engineer.

MEASUREMENT & PAYMENT

Measurement per lineal foot for payment purposes shall be for nominal 4-inch wide painted or thermoplastic stripe.

Full compensation for removing and disposing of painted and thermoplastic traffic stripe, and any resulting pavement damage repair directed by the Engineer shall be considered as included in the contract lump sum price paid for removing painted & thermoplastic traffic stripe and no additional payment shall be made therefor.
10-1.21 REMOVE THERMOPLASTIC PAVEMENT MARKINGS: (BID ITEMS 14-15)
Existing pavement markings when no longer required and where conflicts with proposed paving, striping, or markings exist shall be removed and disposed of as directed by the Engineer. Markings shall be removed by grinding or sandblasting only. Any damages to the asphalt surface greater than one-quarter inch deep from raised pavement marker removal shall be repaired as directed by the Engineer.

PAYMENT

Full compensation for removing and disposing of pavement markings and any resulting pavement damage repair directed by the Engineer shall be considered as included in the unit price paid for remove thermoplastic pavement markings and no additional payment shall be made therefor.

10-1.22 REMOVE EXISTING ASPHALT CONCRETE DIKE: (BID ITEMS 16)
Existing asphalt concrete dike shall be removed and disposed of as shown on the plans and as directed by the Engineer. Removal of facilities shall conform to the provisions specified in Section 15 of the Caltrans Standard Specifications.

PAYMENT

Full compensation for removing and disposing of asphalt concrete dike and any damage repair as directed by the Engineer shall be the total price paid for per linear foot (LF) for asphalt concrete dike removal and disposal and no additional payment shall be allowed therefor.

10-1.23 REMOVE ROADSIDE SIGNS
At those locations shown on the plans to be removed, existing roadside signs shall be removed and disposed.

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Existing roadside signs, where shown on the plans to be relocated, shall be completely removed including foundation as shown on the plans, and as specified in the Section 15-2 “Miscellaneous Highway Facilities,” of Standard Specifications. Holes and depressions caused by the removal of existing roadside sign posts shall be backfilled with suitable native material or as specified in Section 15-1.02, “Preservation of Property,” of the Standard Specifications.

PAYMENT

Full compensation for removing roadside signs shall be considered included in the prices paid for the various items of work and no additional compensation shall be allowed therefor.

10-1.24 HMA OVERLAY, TYPE A ASPHALT: (BID ITEM 17)

GENERAL
Summary

This work includes producing and placing hot mix asphalt (HMA) Type A using the Standard process.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

Aggregate

The aggregate for HMA Type A must comply with the 3/4-inch grading.

CONSTRUCTION

The Contractor’s attention is directed to the provision in Section 39-6, “Spreading and Compacting,” of the Standard Specifications for the requirements and conditions concerning the spreading and compacting of hot mix asphalt.

Vertical Joints

If you perform half-width paving, at the end of each day's work the distance between the ends of adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

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

Conform Tapers

Place shoulder conform tapers concurrently with the adjacent lane's paving.

SMOOTHNESS

The Contractor shall determine HMA smoothness with a profilograph and a straightedge.

Straightedge

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

1. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and
extends from edge to edge of a traffic lane.

2. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform.

Profilograph

Under California Test 526, determine the zero (null) blanking band Profile Index (PI₀) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

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

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

Profile pavement in the Engineer's presence. Choose the time of profiling.

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI₀ must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI₀ must be at most 6 inches per 0.1-mile section.

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

Submit an electronic copy of the profile information in an approved format to the Engineer.

PAYMENT

The contract price paid per ton to place HMA Overlay, Type A Asphalt includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing Type A hot mix asphalt overlay including tack coat, complete in place as shown on the plans including side road and driveway conforms, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-1.25 PLACE HMA DIKE TYPE A (MP 2.38 TO MP 8.49): (BID ITEM 18)
New HMA dike Type A per Caltrans Std. Plan A87B shall be placed at the locations shown on the project plans and as directed by the Engineer.

PAYMENT

The contract price paid per linear foot to place HMA dike Type A includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing hot mix asphalt dike, complete in place as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no
additional payment shall be allowed therefor.

10-1.26 THERMOPLASTIC 4" SOLID WHITE INVERTED PROFILE RIGHT EDGELINE, DETAIL 27B MODIFIED: (BID ITEM NO. 20 & 21)

Profiled thermoplastic traffic stripe (traffic lines) shall conform to the provisions in Section 84, “Traffic Stripes and Pavement Markings,” of the Standard Specifications and these special provisions.

Profiled thermoplastic material shall conform to the requirements of State Specification PTH 499A.

Profiled thermoplastic traffic stripe shall be inverted profile as designated on the plans.

During application of the thermoplastic material, the pavement shall be clean and completely dry, the temperature of the pavement shall be between 16°C and 60°C, and temperature of the thermoplastic material shall be as recommended by the manufacturer. A primer of the type recommended by the thermoplastic manufacturer shall be applied whenever the pavement temperature is below 22°C and also when applying inverted profile thermoplastic to Portland cement concrete pavements, asphalt concrete pavements over 6 month old, or over existing striping.

The thermoplastic material shall be applied at a minimum thickness of 0.11 inch before being profiled. The viscosity and thixotropy of the applied thermoplastic shall be such that the thermoplastic line shall retain its profile height and shape, and shall not flow or flatten while cooling or when bearing traffic.

Glass beads shall be applied to the surface of the molten thermoplastic material in 2 equal applications at a combined total rate of not less than 70 kg of glass beads per kilometer of 100 mm wide solid stripe.

At least 14 days prior to the scheduled start of production of profiled thermoplastic, the Contractor shall submit a written Quality Control Plan to the Engineer. At the request of the Engineer or the Contractor, the Contractor shall discuss details of the Quality Control Plan with the Engineer. The Engineer shall review and approve the Quality Control Plan in writing, prior to the placement of the test stripe.

The Quality Control Plan shall describe the organization and procedures that will be used to administer the quality control system, including the procedures used to control the production process, the procedures used to determine when changes to the production process are needed, and the procedures proposed to be used to implement the required changes.

Profiled thermoplastic production and placement shall not begin until the Engineer approves the Quality Control Plan in writing. Approval of the Quality Control Plan does not imply a warranty by the Engineer that adherence to the plan will result in production of acceptable profiled thermoplastic. It shall remain the responsibility of the Contractor to demonstrate such compliance.

The Quality Control Plan shall include the name and qualifications of a Quality Control Manager, experienced with the equipment, materials, and application of profiled thermoplastic traffic striping. The Quality Control Manager shall be responsible for the administration of the Quality Control Plan,
including compliance with the plan and plan modifications. The Quality Control Manager shall be responsible to the Contractor and shall have the authority to make decisions concerning the quality of the work or product. Except in cases of emergency and with the written approval of the Engineer, the Quality Control Manager cannot be a foreman, member of the production or striping crew, and inspector, or tester on the project during stripe production and placement.

The Quality Control Plan may be modified as work progresses. A supplement shall be submitted writing to the Engineer whenever there are changes to quality control procedures or personnel. Profilled thermoplastic production and placement shall not resume or continue until the Engineer approves the revisions to the Quality Control Plan in writing.

Prior to application, and in the presence of the Quality Control Manager, the Contractor shall place a test stripe on roofing felt or other suitable material to demonstrate the Constructor’s abilities to apply a stripe with the desired profile for a minimum length of 15 meters. The Contractor shall not place striping material on the roadway without the approval of the Engineer. The Engineer shall require the Contractor to delay installation of the material if, in the opinion of the Engineer, the Contractor does not have suitable equipment of skills to place the striping materials in a suitable manner. If the Contractor’s initial test stripe is not approved, the Quality Control Manager shall work with the Contractor to perform the necessary training and adjustments to repeat the test stripe application to the satisfaction of the Engineer.

The Contractor shall provide a profile template or profile height gauge to the Engineer during application and inspection of the thermoplastic striping to determine if the applied thermoplastic line is profiled to match the plans.

The Quality Control Manager shall be present during placement of the test stripe, the initial application, the final application, and at selected intervals as outlined in the Quality Control Plan. The Quality Control Manager shall immediately alert the Contractor and the Engineer to anything that could affect the performance of the product. The Quality Control Manager shall ensure the materials are placed in conformance with accepted procedures.

**PAYMENT:**

The contract price paid per lineal foot for thermoplastic 4” solid white inverted profile right edgeline, Detail 27B modified, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing thermoplastic 4” solid white inverted profile right edgeline, Detail 27B modified as shown on the Plans, as specified in the Standard Specifications, and as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

**10-1.27 THERMOPLASTIC TRAFFIC STRIPES: (BID ITEMS NO. 22 THROUGH 27)**

Thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.
Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m⁻² lx⁻¹. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m⁻² lx⁻¹.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

<table>
<thead>
<tr>
<th>Minimum Stripe Thickness (inch)</th>
<th>Minimum Application Rate (lb/ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.079</td>
<td>0.27</td>
</tr>
</tbody>
</table>

Thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

PAYMENT

The contract price paid per linear foot for thermoplastic traffic stripes (traffic lines) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing thermoplastic traffic stripes (traffic lines) as shown on the Plans, as specified in the Standard Specifications, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-1.28 THERMOPLASTIC PAVEMENT MARKING: (BID ITEM NO. 28 & 29)

Thermoplastic pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m⁻² lx⁻¹. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m⁻² lx⁻¹.
Thickness shall be between 0.10 and 0.15 inch.

PAYMENT

The contract price paid per square foot for thermoplastic pavement marking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and installing thermoplastic pavement markings as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.29 MONUMENT FRAME & COVER: (BID ITEM NO. 30)
Existing survey monuments shall be preserved in placed and protected at all times by the Contractor.

Frames and covers of existing survey monuments shall be replaced and adjusted to grade in conformance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications, the Plans, Standard Plans, and these Special Provisions.

Quantities of new frames and covers of monuments raised to grade will be determined as units from actual count of monument frames and covers replaced and raised to grade.

PAYMENT

The contract unit price paid for installing new “Monument Frame & Cover” and raising to grade shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved and no additional compensation shall be allowed therefor.

10-1.30 RAISED PAVEMENT MARKERS: (BID ITEMS 31 THROUGH 34)
Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications, the Standards Plans, the Project Plans, and these Special Provisions. The non-reflective pavement markers shall be placed on top of the thermoplastic striping where indicated in the modified striping details of the project plans.

Attention is directed to "Traffic Control System for Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.
PAYMENT

The contract unit price paid for furnishing and installing raised pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved and no additional compensation shall be allowed therefor.

10-1.31 COLD PLANE ASPHALT PAVEMENT AT CONFORM LOCATIONS: (BID ITEM NO. 35)
Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. 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 typical cross sections 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.

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.

Attention is directed to "Order of Work" of these special provisions regarding cold plane operations.

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 Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.
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 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

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

**PAYMENT**

The contract price paid per square yard for cold plane asphalt pavement at conform locations shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the HMA for and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**10-1.32 SHOULDER BACKING: (BID ITEM NO. 36)**

This work shall consist of constructing shoulder backing adjacent to the edge of new pavement surfacing in conformance with the details shown on the plans and these special provisions.

Prior to placement of shoulder backing the contractor shall remove and dispose of all existing vegetation, weeds, tree branches, debris and other undesirable materials that cover the area to receive shoulder backing.

Material for shoulder backing shall be imported material or material processed from reclaimed portland cement concrete, lean concrete base, cement treated base, or a combination of any of these materials, conforming to the following grading and quality requirements. (Grindings from Bid items 10 and 11 HMA Replace Asphalt Concrete Surfacing may be used for shoulder backing provided all specifications are met. Contractor shall pay all testing costs required by the County associated with using San Juan Road grindings):

<table>
<thead>
<tr>
<th>Grading Requirements</th>
<th>Quality Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Sizes</td>
<td>Specification</td>
</tr>
<tr>
<td></td>
<td>Percentage Passing</td>
</tr>
<tr>
<td>2&quot;</td>
<td>100</td>
</tr>
<tr>
<td>1&quot;</td>
<td>75 - 100</td>
</tr>
<tr>
<td>No. 4</td>
<td>40 - 60</td>
</tr>
<tr>
<td>No. 30</td>
<td>12 - 35</td>
</tr>
<tr>
<td>No. 200</td>
<td>5 - 20</td>
</tr>
</tbody>
</table>
At the option of the Contractor, aggregate for shoulder backing may consist of material processed from reclaimed asphalt concrete conforming to the following grading and quality requirements:

<table>
<thead>
<tr>
<th>Grading Requirements</th>
<th>Quality Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Sizes</td>
<td>Specification</td>
</tr>
<tr>
<td>2&quot;</td>
<td>Resistance (R-value)</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>Percentage Crushed</td>
</tr>
<tr>
<td>No. 4</td>
<td>Particles</td>
</tr>
<tr>
<td></td>
<td>Durability Index</td>
</tr>
</tbody>
</table>

Coarse aggregate consisting of material retained on the No. 4 sieve, shall consist of material of which at least 75 percent by weight shall be crushed particles with a minimum of two fractured faces, as determined in conformance with California Test 205.

Shoulder backing material shall have a minimum unit weight of 105 pounds per cubic foot as determined in conformance with California Test 212 using the Rodding Method.

Shoulder backing material consisting of reclaimed asphalt concrete, shall not be placed within 100 feet measured horizontally of any culvert, watercourse, or bridge within the project limits.

The areas where shoulder backing is to be constructed shall be cleared of weeds, grass, and debris. Removed weeds grass and debris shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Prior to placement of shoulder backing material, basement material shall be scarified to a minimum depth of 3 inches. Immediately prior to placement of shoulder backing material, scarified material shall be watered. Shoulder backing material shall be placed, watered, and rolled a minimum of two passes with a steel tired roller weighing not less than 8 tons to form a smooth, compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Shoulder backing material shall not be deposited on new pavement surfacing prior to placing the material in the final position, nor shall the material be deposited onto new pavement surfacing during mixing, watering, and blading operations.

Shoulder backing construction shall be completed along the edges of any portion of new pavement surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and W8-9 (LOW SHOULDER) signs off of and adjacent to the new pavement surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 500 feet on tangents and 200 feet on curves. W8-9 (LOW SHOULDER) signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 2,000 feet. The portable delineators and W8-9 (LOW SHOULDER) signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs
may be set on temporary portable supports or on barricades.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.01, "Measurement of Quantities," 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.

PAYMENT

The contract price paid per ton for shoulder backing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.33 PAVEMENT REINFORCING FABRIC: (BID ITEM NO. 37)

The paving mat shall only be placed over the joint between newly Contractor placed HMA patches of the existing asphalt surface and the old surface asphalt and at locations directed by the Engineer in writing. Reinforcing fabric shall overlap all joints by approximately one foot on each side of the joint or joint. Contractor will not be paid for reinforcing fabric wider than 2 feet unless wider fabric is ordered in writing by the Engineer.

The paving mat shall be constructed of a non-woven material consisting of at least 50% fiberglass (by weight), and the remainder comprised of polyester and binder. The material shall be resistant to chemicals, mildew and rot, and shall have no tears or holes that will adversely affect the in-situ performance and physical properties of the installed material. The paving mat shall meet the following physical requirements as follows:

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Units</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mass per unit area</td>
<td>ASTM D5261</td>
<td>oz/sqyd</td>
<td>4.0</td>
</tr>
<tr>
<td>Tensile Strength, MD</td>
<td>ASTM D5035</td>
<td>lb/2 in</td>
<td>&gt; 45</td>
</tr>
<tr>
<td>Tensile Strength, CD</td>
<td>ASTM D5035</td>
<td>lb/2 in</td>
<td>&gt; 45</td>
</tr>
<tr>
<td>Elongation at maximum load, MD</td>
<td>ASTM D5035</td>
<td>Percent</td>
<td>&lt; 5</td>
</tr>
<tr>
<td>Elongation at maximum load, CD</td>
<td>ASTM D5035</td>
<td>Percent</td>
<td>&lt; 5</td>
</tr>
<tr>
<td>Melting point</td>
<td>ASTM D276</td>
<td>°F</td>
<td>&gt; 400</td>
</tr>
</tbody>
</table>

The pavement reinforcing fabric shall be placed in accordance to the provision in Section 39-1.09D, "Geosynthetic Pavement Interlayer," of the Standard Specifications.

The surface to receive the reinforcing fabric shall be dry and clean to provide significant adhesion to the fabric to the satisfaction of the Engineer. The surface shall be swept or vacuum cleaned by a mechanical device and be free of dirt, oil, vegetation, sand, gravel, water and other debris. All surface cracks over ¼ inch shall be crack sealed and brought to the level of the existing pavement in conformance with these special provisions.
An asphalt tack coat shall be applied to the surface prior to placing the reinforcing fabric. The asphalt tack coat shall be hot applied asphalt cement meeting grade requirements of AC or PG specifications. For normal installations temperatures, the tack coat shall be an AC-20, PG 64-22, or a 60-80 penetration grade or as directed by the Engineer. The use of emulsions, cutbacks, or materials containing solvents shall not be permitted for use as tack coat.

The tack coat shall be applied at a rate of 0.15 to 0.25 gallon per square yard of surface covered, the optimum rate as determined by the Engineer. At the discretion and direction of the engineer, the application rate shall be increased for heavily aged and/or deteriorated pavements. In the event that the contractor has applied less or more tack coat than is required, the engineer shall direct the contractor to make the necessary adjustments to the equipment to achieve the desired results.

The tack coat shall be applied uniformly using a mechanically operated distributor truck such that the surface to receive the reinforcing fabric is sufficiently covered. The application width of the tack coat shall cover the entire width of the reinforcing fabric, plus any additional width required for overlapping joints. The tack coat shall be applied only as far in advance of the fabric installation to ensure a tacky surface at the time when the fabric is laid down. The use of hand sprayers, squeegee and/or brush-applied tack coat may be used at locations where the distributor truck cannot reach. Every effort shall be made to minimize the application of tack coat by hand-applied means. Traffic shall not be permitted to drive on the tack coat at any time.

The tack coat application temperatures shall be sufficiently hot so as to ensure proper coverage and proper adhesion of the reinforcing fabric to the pavement surface. The temperature of the tack coat should not be allowed to drop below 280°F. A maximum temperature of 400°F for the tack coat is recommended to prevent premature aging of the liquid asphalt. The optimum tack coat temperature is 310°F – 335°F.

The reinforcing fabric shall be laid out either by hand or by mechanical means. Mechanical equipment shall be capable of installing full width rolls of up to 12.5 feet in width. Should wrinkles occur, any wrinkle 1 inch or larger shall be cut and lapped in the direction of paving and seated into the tack coat to insure adhesion. To avoid wrinkles on curves, the reinforcing fabric shall be cut into sections and lapped. Transverse joints must be lapped in the direction of the paver by 3 - 6 inches and longitudinal joints lumped 2 - 4 inches. The reinforcing fabric shall be broomed or rolled in order to maximize pavement contact and to remove air bubbles.

Construction traffic on the reinforcing fabric after being rolled shall be kept to a minimum to avoid damage to the reinforcing fabric. Turning of paving machine and other such vehicles shall be gradual. The reinforcing fabric shall be kept clean of mud, dust, and other materials. Damaged and displaced sections shall be broomed and/or removed and patched, completely covering the damaged area. Additional application of tack coat may be required to ensure adhesion between the fabric and the surface.

All reinforcing fabric placed in a day shall be covered with HMA the same day, within permissible laying temperatures to a minimum compacted thickness of 2 inches.

The reinforcing fabric shall be stored in a dry covered condition free from dust, dirt and moisture.
The reinforcing fabric shall be laid and rolled over existing frames, covers, manholes or other such obstructions before cutting around the perimeter of the obstructions.

Overlaps in the reinforcing fabric shall not be measured and included in the payment quantities.

PAYMENT

The contract price paid per square yard for the reinforcing fabric shall include full compensation for furnishing all labor, materials (including tack coat), tools, equipment and incidentals involved in furnishing and placing the fabric completely in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

10-1.34 PAINT RAISED ISLAND CURB: (BID ITEM NO. 38)
Contractor shall paint the raised concrete island curbing installed on Aromas Road, Contract Bid Item No. 7, with yellow reflective paint containing glass beads as specified in Section 84-3.02 MATERIALS of the Standard Specifications. All of the curbing shall be painted including the face and top horizontal 6-inch width for the entire length of the curbing. The yellow color and reflectivity shall be approved by the Engineer prior to installation.

PAYMENT
Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting raised island curb yellow as specified in the Project Plans, Standard Specifications, and these Special Provisions shall be considered in the lump sum price paid for paint raised island curb, and no additional compensation will be allowed therefor.

10-1.35 ROADSIDE SIGNS: (BID ITEMS 39 & 40)
Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these Special Provisions.

The Contractor shall furnish roadside sign panels in conformance with the provisions in "Furnish Sign" of these special provisions.

Except where wooden posts are in place and can be reused as determined by the Engineer, the Contractor shall furnish and install new galvanized steel posts 2 and 3/8 inches in diameter. Bottom of posts shall be flattened prior to installation to prevent turning.

Wood posts, if allowed to be used by the Engineer, shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and AWPA Use Category System: UC4A, Commodity Specification A or B.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for roadside sign posts. The regional notification centers include, but
are not limited to, the following:

<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Service Alert-Northern California (USA)</td>
<td>(800) 642-2444</td>
</tr>
<tr>
<td></td>
<td>(800) 227-2600</td>
</tr>
<tr>
<td>Western Utilities Underground Alert (Inc.)</td>
<td>(800) 424-3447</td>
</tr>
</tbody>
</table>

PAYMENT

The contract price paid per unit for roadside sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in fabricating, furnishing, and installing roadside signs, complete in place, including fastening hardware, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.36 FURNISH SIGN:

Construction area signs and permanent roadside signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:


Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

SHEET ALUMINUM

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B 209.
The Contractor shall furnish the Engineer a Certificate of Compliance in conformance with Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the sheet aluminum.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B 449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a weight between 10 milligrams per square foot and 35 milligrams per square foot, and an average weight of 25 milligrams per square foot. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

Base plate for standard route marker shall be die cut.

RETROREFLECTIVE SHEETING

The Contractor shall furnish retroreflective sheeting for sign background and legend in conformance with ASTM Designation: D 4956 and "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective sheeting manufacturer without stretching, tearing, and damage.

Class 1, 3, or 4 adhesive backing shall be used for Type II, III, IV, VII, VIII, and IX retroreflective sheeting. Class 2 adhesive backing may also be used for Type II retroreflective sheeting. The adhesive backing shall be pressure sensitive and fungus resistant.

When the color of the retroreflective sheeting determined from instrumental testing is in dispute, the Engineer's visual test will govern.

PROCESS COLOR AND FILM

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retroreflective sheeting.

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the screened process color, non-reflective opaque black film, and protective overlay film.

The surface of the screened process color shall be flat and smooth. When the screened process colors determined from the instrumental testing in accordance to ASTM Designation: D 4956 are in dispute, the Engineer's visual test will govern.

The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.
The Contractor may use green, red, blue, and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than 70 percent of the coefficient of retroreflection specified in ASTM Designation: D 4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weatherability as that of the retroreflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90° angle.

SINGLE SHEET ALUMINUM SIGN

Single sheet aluminum signs shall be fabricated and furnished with or without frame. The Contractor shall furnish the sheet aluminum in accordance to "Sheet Aluminum" of these special provisions. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38.

Single Sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 48 inches, one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum signs shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of ±1/8 inch. The face sheet shall be affixed to the frame with rivets of 3/16-inch diameter. Rivets shall be placed within the web of channels and shall not be placed less than 1/2 inch from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of ±1/32 inch per linear foot when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within ±1/8 inch of the detailed dimensions.

Aluminum channels or rectangular aluminum tubings shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires as shown on the plans. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

SECTION 10-2 (Blank)

SECTION 10-3 – ELECTRICAL SYSTEMS

10-3.14 RADAR SPEED DETECTION CURVE WARNING SIGN: (BID ITEM NO. 19)

“Radar speed detection curve warning sign” shall include foundation, hot dipped galvanized steel
pole, 48-inch curve warning sign with LED sign light with photocell control, solar panel, and radar speed feedback sign assembly, and 12-volt batteries placed in a separate pole mounted aluminum cabinet. Radar speed feedback sign shall have two alpha lines and two digital displays which display radar detected speeds from below 10 MPH up to 99 MPH.

The LED sign light power requirements shall be incorporated into the solar panel and battery storage capacities to allow for continuous operation of the radar speed feedback sign and lighting of the 48-inch curve warning sign. Solar panel shall be rated at least 105 watts. The LED sign light shall be a focused conical beam of light not exceeding 60 degrees but more than 35 degrees and shall be rated at a minimum of 18 watts. Light fixture lumen output shall not be less than 1200 lumens. Light shall be mounted above the sign at an approximate distance of 4 feet horizontally from the Type 15 slip base pole. The entire sign shall be lit and the 45 on the curve warning sign shall be readable at least 300 feet prior to the sign without the use of headlights or other artificial light other than the sign light in the darkest hours of the night. Light fixture shall be waterproof and designed for marine service. Material and equipment submittals for the radar speed feedback sign assembly shall describe all details of sign operation, battery storage capacity, solar panel power output rating, and LED sign lighting specifications.

Separate circuits and circuit breakers shall be provided for the sign light and radar speed feedback sign assembly.

Sign shall be programmable such that detected speed will not be display below a certain threshold, then display solid or flashing for two variable speed ranges, and not display above a certain programmable speed all conforming to the Plans, Standard Plans, Standard Specifications and these Special Provisions.

Manufacturer of the radar speed feedback sign shall program and setup the radar speed feedback parameters for sign operation as directed by the Engineer. A functional test of five days of malfunction free operation shall occur prior to acceptance of the work. Manufacturer shall provide one hour minimum instruction on operation, programming, and maintenance of the sign prior to acceptance of the work.

Radar speed feedback sign shall also meet the following requirements.

1.0 Physical Specifications

1.1 Alpha-Numeric Characters (Sign Letters & Numbers)

1.1.1 Consistent with guidelines under MUTCD Section 2B.13, the alpha-numeric characters of the sign shall be yellow (amber) legend on a black background, or inverse.

1.1.2 Sign shall contain 3,288 yellow/amber (592 nm), AlInGaP LEDs for optimum visibility.

1.1.2 Nominal dimensions of alpha characters shall be two rows at 6”(h) x 4”(w). Number of characters (letters) per row <6.

1.1.3 Total alpha display area shall consist of 540 pixels, 30 pixels wide x 18 pixels high.

1.1.4 The numeric characters (numbers) of the sign shall be minimum 16”(h) x 9”(w).
1.1.5 Average LED life shall be 100,000 hours of continuous operation, or >10 years.
1.1.6 Numeric digit display range = 0 to 99 MPH, with two numerals from zero to nine.
1.1.7 Standard Messages to read; “SPEED LIMIT”, “YOUR SPEED”, and “SLOW DOWN”.
1.1.8 Sign shall be user-programmable to display a variety of custom messages.
1.2 Overall sign dimensions are 45”(h) x 28.5”(w) x 4.5”(d).

2.0 Power
2.1 Voltages: 120 VAC, 240 VAC, and 12 or 24 VDC; Solar Power with battery storage is an option.
2.2 In case of Power Outage (Blackout), no words or numerals shall be displayed on the sign in order to reduce driver confusion and potential liability to the owner.
2.3 Amps: .3-1.2 amps @ 120 VAC (.144 kw/hr), .15-.525 amps @ 240 VAC (.126 kw/hr), .6 amps @ 12 VDC & .3 amps @ 24 VDC (.024 kw/hr), depending upon mode used, volume of speeding drivers, dimming settings, and total hours operated per day.
2.4 25-150 Watts depending upon mode used, volume of speeding drivers, dimming settings, and total hours operated per day.

3.0 Radar
3.1 Low Power – (K-Band).
3.2 Part 15 Certified.
3.3 Operating license not required.

4.0 Weight
4.1 48 lbs. (some options may increase the weight)

5.0 Construction
5.1 Enclosure - Heavy duty (.090 Gauge) continuous formed aluminum
5.2 Door/Lens – 3/8” Poly Carbonate.

6.0 Paint
6.1 Standard color “Glossy Black”
6.2 Also available in “Safety Orange” and “White”.
6.3 All paint finishes are powder-coat.

7.0 Controller Functions
7.1 On board real time clock with built in daylight savings.
7.1.1 Clock shall have a battery backup with a three-year shelf-life capacity.
7.2 Controller shall be made using Surface-Mount Technology (SMT).
7.3 Controller/software shall allow radar to operate independently from the display so that the radar can be turned “on” while the display is blank or “off”.
7.4 Controller shall have 3 programmable thresholds to trigger 3 independent messages.
7.4.1 Threshold: triggers a message and is time-of-day programmable with up to 6 different daily settings (example: sign is blank until vehicle exceeds XXmph (threshold) and the sign displays “YOUR SPEED XX” (modes 4-8))
7.4.2 Max Speed: triggers a flashing message and contact closure and is time-of-day programmable with up to 6 different daily settings. (example: sign displays “YOUR SPEED XX” until a vehicle exceeds XXmph (Max Speed) and it will begin to flash “YOUR SPEED XX” (mode 7))
7.4.3 Max2 Display Speed: User-programmable, global (not time-of-day programmable) triggering a third (or 4th message depending on mode used) also triggering a contact closure. (example: sign flashes “YOUR SPEED XX” until vehicle exceeds XXmph
7.5 Conditional or Variable “Speed Limit” (VSL): The sign shall be able to function as a Conditional or Variable Speed Limit (VSL) sign with user-selectable Speed Limits for up to six (6) different programmable times of day for each day of the week and 25 specific days of the year.

7.6 Dimming
7.6.1 Automatic dimming (requires optional photo diode). Dimming shall be linear over a range from 5 to 99 where 5 = 5% of full bright and 99 = maximum brightness.
7.6.2 Time-of-Day Dimming: Up to six (6) daily dimming levels can be programmed
7.6.3 Automatic, linear dimming shall be available via multiple, on-board photo diodes. Two dimming levels (“Day” and “Night”) shall be user-selectable from 5 to 99.

7.7 Traffic Data Acquisition (TDAS):
7.7.1 Collection of both the fastest (peak) and slowest (low) speed for every vehicle detected in the radar zone each with its own timestamp (with seconds) to allow calculation of acceleration, deceleration and no change in speed for each vehicle.
7.7.2 Can be enabled or disabled
7.7.3 Stored to SD card and can be physically removed or retrieved via serial, WiFi (optional), or IP modem (optional).
7.7.4 Data is stored in a compressed format that allows more than 80 years of individual vehicle data to be stored on a single 2gb SD card.

7.8 Sign status logs
7.8.1 At a user-definable time interval, the sign will timestamp and log circuit voltage, amps, and ambient light reading (if sign is equipped with optional photo diodes)
7.8.2 The sign will log and timestamp power failures.
7.8.3 The sign will log and timestamp when specific contact closures are modified.

8.0 Software Functions

8.2 Data collection
8.2.1 Collected automatically via remote IP modem (optional)
8.2.2 Uploaded manually using data collected from sign. Data files can be uploaded one by one, or can be uploaded together as a single *.zip file.

8.3 Data Analysis
8.3.1 Raw Data: (selectable by date/time range)
8.3.1.1 Speed Modification: Peak and low speed for each vehicle are compared to assess acceleration, deceleration, or no change in speed.
8.3.1.2 Data separation: vehicle counts are stored separately by speed limit and operational mode so percentiles can be calculated individually by speed limit.
8.3.2 Data Calculation: (selectable by date/time range)
8.3.2.1 Histogram: histogram graph showing volume of vehicles (peak and low) for each individual speed allowing visual representation of all percentiles.

8.3.2.2 Incremental Analysis: For each adjustable mph increment of vehicles exceeding the speed limit, % and number of vehicles that slowed down is displayed. Increments with a low volume of vehicles.

8.4 Programming
8.4.1 Visual TOD settings:
8.4.1.1 Automatic day grouping
8.4.1.2 Drag/drop editable on/off times, threshold, and speed limit settings.
8.4.1.3 Simulation: Simulate the sign’s behavior at any given time with any vehicle speed.

8.4.2 Remote Programmable: online server contacts sign and updates configuration settings remotely via IP modem (optional).

9.0 Communications
9.1 RS-232 hardwire, SD card, (optional) wireless modem, or (optional) wireless WIFI using a PC or Pocket PC.

9.2 The communications port shall allow uploading and downloading of traffic data, sign logs, firmware updates, and configurations.

9.3 An “SD” (Secure Digital) Card port shall be provided as a standard feature to facilitate sign programming and traffic data downloads.

9.4 Wireless, Web-based Modem (optional):
9.4.1 Modem shall be FCC Compliant
9.4.1.1 FCC Part 15, subpart B
9.4.1.2 FCC Part 90, subpart S

9.4.2 Class I, Div. II

9.5 An optional, weather-proof “Direct Connect” box shall be available for easy, ground-level access to the SD Port or serial port.

10.0 Auxiliary Contacts
10.1 Sign shall provide up to eight (8) contact closures to interface with external accessories and devices such as:
10.1.1 Flashing beacons for school zones, crosswalks, etc.
10.1.2 Photo-enforcement and surveillance camera
10.1.3 Strobe light for simulated or actual photo-enforcement
10.1.4 Worker alert horn or siren to alert workers when a speeding vehicle is approaching

10.1.5 Automatic Flagger Assistance Devices (AFADs)

10.2 Each contact shall be rated for up to 3Amps

11.0 Optional Input/Output Devices
11.1 Actuator: triggers an independent message on the upper display
11.1.1 Color: black and yellow (standard) black and gray (optional)
11.1.2 800ft range
11.1.3 Construction: highly durable corrosion-proof chip resistant UHMWPE
11.1.4 ADA: highly visible large actuator

11.1.5 Switch
11.1.5.1 Triple-seated magnetic reed
11.1.5.2 Operating Life: >10,000,000 Cycles
11.2 Strobe: Triggered by any user-definable speed threshold
   11.2.1 Dimensions: 4" x 5.6" x 5" (10.1cm x 14.2cm x 12.7cm)
   11.2.2 Power Consumption: 0.75 amps

11.3 Flashers: Triggered by any user-definable speed threshold
   11.3.1 Top-mounted tamper-proof weather-proof LED flashers
   11.3.2 Visible to traffic in both directions
   11.3.3 Available in amber, blue, green, red, and white or any combination of two
   11.3.4 Approvals: SAE J845, Class 1
   11.3.5 Dimensions: 2.7" x 15.3" x 8.4"
   11.3.6 Power Consumption: 6amps MAX (depending on flash pattern)

11.4 Siren: Triggered by any user-definable speed threshold
   11.4.1 Approval: Class A
   11.4.2 Power: 100 Watts (200 Watt models also available)
   11.4.3 Sound Output: 123 decibels at ten feet
   11.4.4 Power consumption: 25mA (standby) 100amps (operating)

11.5 Wireless Alert: Triggered by any user-definable threshold
   11.5.1 Audible response: 90db at 1 meter
   11.5.2 Visual response VMS: mountable solar-powered sign that will display 4 rotating
       messages each with 30 horizontal and 9 vertical independently programmable pixel
       clusters
   11.5.3 Visual response flasher: suction-cup mountable mini-lightbar with wireless receiver and
       power cable (see Flashers).
   11.5.4 Range: 800ft – 2 miles depending on antennae used.

12.0 Warranty: Manufacturer shall warranty the solar radar speed feedback sign for
parts and labor for a minimum period of one year from the installation and acceptance
of the work.

PAYMENT

The contract price paid each for “Radar Speed Detection Curve Warning Sign” shall include full
compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing
all the work involved in furnishing and installing foundation, galvanized steel pole, solar
powered radar speed feedback sign, curve warning sign, photocell controlled LED sign light,
speed feedback sign warranty, and all incidentals, complete in place, as specified in the Plans,
Standard Specifications, these Special Provisions, and as directed by the Engineer and no
additional compensation shall be allowed therefor.
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FIDIC 1273", are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture ________________

2. Address of joint venture ________________

3. Phone number of joint venture ________________

4. Identify the firms, which comprise the joint venture. (The MBE partner must complete Schedule A.) ________________

   a. Describe the role of the MBE firm in the joint venture.________________

   b. Describe very briefly the experience and business qualifications of each non-MBE joint ventureer: ________________

5. Nature of the joint venture's business ________________

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? ________________

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

Revised 3-95
08-07-95
a. Profit and loss sharing.
   b. Capital contributions, including equipment.
   c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

   a. Financial decisions

   b. Management decisions, such as:

   1. Estimating

   2. Marketing and sales

   3. Hiring and firing of management personnel

   4. Purchasing of major items or supplies

   c. Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

---

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Name of Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

On this ___ day of _____________, 19___, before me appeared (Name)__________________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm)__________________ to execute the affidavit and did so as his or her free act and deed.

Notary Public: __________________________
Commission expires: _____________________
[Seal]
Date: __________________________
State of: ___________________________
County of: ___________________________

On this ___ day of _____________, 19___, before me appeared (Name)__________________, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm)__________________ to execute the affidavit and did so as his or her free act and deed.

Notary Public: __________________________
Commission expires: _____________________
[Seal]
Revised 3-95
06-07-95

FR-2
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)

| I. General .......................................................... | 3 |
| II. Nondiscrimination ........................................ | 3 |
| III. Nonsegregated Facilities ............................... | 5 |
| IV. Payment of Predetermined Minimum Wage .............. | 6 |
| V. Statements and Payrolls ................................... | 8 |
| VI. Record of Materials, Supplies, and Labor ............ | 9 |
| VII. Subletting or Assigning the Contract ............... | 9 |
| VIII. Safety: Accident Prevention .......................... | 10 |
| IX. False Statements Concerning Highway Project ....... | 10 |
| X. Implementation of Clean Air Act and Federal Water Pollution Control Act............................. | 10 |
| XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion .................. | 11 |
| XII. Certification Regarding Use of Contract Funds for Lobbying ............................................. | 12 |

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor’s own organization and with the assistance of workers under the contractor’s immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
   - Section I, paragraph 2;
   - Section IV, paragraphs 1, 2, 3, 4, and 7;
   - Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:
   - discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   - employ convicts labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-Aid construction contracts and to all related subcontracts of $10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor’s project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990(42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
   - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
   - b. The contractor will accept as his operating policy the following statement:
     "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively
administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

   c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

   a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

   b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

   c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

   d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

   a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

   b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

   c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

   d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority group and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.)

In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

   (1) The number of minority and non-minority group members and women employed in each work classification on the project;

   (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

   (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

   (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3)) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276a) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates contained under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3(b), hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2e or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit
as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly rate equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. The Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable classification, fringe shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper employed or working on the site of said work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof) the types described in Section 1(b)(2)(B) of the Davis Bacon Act; daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 5;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours or the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

   b. Maintain a record of the total cost of all materials and supplies purchased and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

   a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products, which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 655). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, and any State or Territory, or whoever, whether a person, partnership, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented:

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized
for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted of any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposed," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of these regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

********

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

***

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the

Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph c of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

***

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

***

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,
grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women: (applies nationwide)..............(percent) ........ 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

<table>
<thead>
<tr>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>174 Redding, CA:</td>
</tr>
<tr>
<td>Non-SMSA Counties ........................................ 6.8</td>
</tr>
<tr>
<td>CA Lassen; CA Modoc;</td>
</tr>
<tr>
<td>CA Plumas; CA Shasta;</td>
</tr>
<tr>
<td>CA Siskiyou; CA Tehama.</td>
</tr>
<tr>
<td>175 Eureka, CA:</td>
</tr>
<tr>
<td>Non-SMSA Counties ........................................ 6.6</td>
</tr>
<tr>
<td>CA Del Norte; CA Humboldt;</td>
</tr>
<tr>
<td>CA Trinity.</td>
</tr>
<tr>
<td>176 San Francisco-Oakland-San Jose, CA:</td>
</tr>
<tr>
<td>SMSA Counties:</td>
</tr>
<tr>
<td>7120 Salinas-Seaside-Monterey, CA .......................... 28.9</td>
</tr>
<tr>
<td>CA Monterey.</td>
</tr>
<tr>
<td>7360 San Francisco-Oakland, CA ........................... 25.6</td>
</tr>
<tr>
<td>CA Alameda; CA Contra Costa;</td>
</tr>
<tr>
<td>CA Marin; CA San Francisco;</td>
</tr>
<tr>
<td>CA San Mateo.</td>
</tr>
<tr>
<td>7400 San Jose, CA ........................................ 19.6</td>
</tr>
<tr>
<td>CA Santa Clara.</td>
</tr>
<tr>
<td>7485 Santa Cruz, CA ....................................... 14.9</td>
</tr>
<tr>
<td>CA Santa Cruz.</td>
</tr>
<tr>
<td>7500 Santa Rosa, CA ....................................... 9.1</td>
</tr>
<tr>
<td>CA Sonoma.</td>
</tr>
<tr>
<td>8720 Vallejo-Fairfield-Napa, CA .......................... 17.1</td>
</tr>
<tr>
<td>CA Napa; CA Solano.</td>
</tr>
<tr>
<td>Non-SMSA Counties ......................................... 23.2</td>
</tr>
<tr>
<td>CA Lake; CA Mendocino;</td>
</tr>
<tr>
<td>CA San Benito.</td>
</tr>
</tbody>
</table>

| 177 Sacramento, CA: |
| SMSA Counties: |
| 6920 Sacramento, CA ....................................... 16.1 |
| CA Placer; CA Sacramento; |
| CA Yolo. |
| Non-SMSA Counties ......................................... 14.3 |
| CA Butte; CA Colusa; |
| CA El Dorado; CA Glenn; |
| CA Nevada; CA Sierra; |
| CA Sutter; CA Yuba. |

| 178 Stockton-Merced, CA: |
| SMSA Counties: |
| 5170 Modesto, CA ........................................ 12.3 |
| CA Stanislaus. |
| 8120 Stockton, CA ......................................... 24.3 |
| CA San Joaquin. |
| Non-SMSA Counties ......................................... 19.8 |
| CA Alpine; CA Amador; |
| CA Calaveras; CA Mariposa; |
| CA Merced; CA Tuolumne. |

| 179 Fresno-Bakersfield, CA: |
| SMSA Counties: |
| 0680 Bakersfield, CA ..................................... 19.1 |
| CA Kern. |
| 2840 Fresno, CA ........................................... 26.1 |
| CA Fresno. |
| Non-SMSA Counties ......................................... 23.6 |
| CA Kings; CA Madera; |
| CA Tulare. |

| 180 Los Angeles, CA: |
| SMSA Counties: |
| 0360 Anaheim-Santa Ana-Garden Grove, CA .................. 11.9 |
| CA Orange. |
| 4480 Los Angeles-Long Beach, CA .......................... 28.3 |
| CA Los Angeles. |
| 6000 Oxnard-Simi Valley-Ventura, CA ...................... 21.5 |
| CA Ventura. |

FR-13
<table>
<thead>
<tr>
<th>County Details</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverside-San Bernardino-Ontario, CA</td>
<td>19.0</td>
</tr>
<tr>
<td>CA Riverside</td>
<td></td>
</tr>
<tr>
<td>CA San Bernardino</td>
<td></td>
</tr>
<tr>
<td>Santa Barbara-Santa Maria-Lompoc, CA</td>
<td>19.7</td>
</tr>
<tr>
<td>CA Santa Barbara</td>
<td></td>
</tr>
<tr>
<td>Non-SMSA Counties</td>
<td>24.6</td>
</tr>
<tr>
<td>CA Inyo</td>
<td></td>
</tr>
<tr>
<td>CA Mono</td>
<td></td>
</tr>
<tr>
<td>CA San Luis Obispo</td>
<td></td>
</tr>
</tbody>
</table>

181 San Diego, CA:

<table>
<thead>
<tr>
<th>County Details</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMSA Counties</td>
<td></td>
</tr>
<tr>
<td>7320 San Diego, CA</td>
<td>16.9</td>
</tr>
<tr>
<td>CA San Diego</td>
<td></td>
</tr>
<tr>
<td>Non-SMSA Counties</td>
<td>18.2</td>
</tr>
<tr>
<td>CA Imperial</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.
(To be used, when applicable, in Federal-aid projects)
*Insert number of trainees.

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION. -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be __0__.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

FR-15

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

135
This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee’s or apprentice’s wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California’s State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed. The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.
SECTION 15 – DAVIS-BACON WAGE DETERMINATION

General Decision Number: CA100029 07/22/2011 CA29

Superseded General Decision Number: CA20080029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway


BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>03/12/2010</td>
</tr>
<tr>
<td>1</td>
<td>03/19/2010</td>
</tr>
<tr>
<td>2</td>
<td>04/02/2010</td>
</tr>
<tr>
<td>3</td>
<td>05/28/2010</td>
</tr>
<tr>
<td>4</td>
<td>06/11/2010</td>
</tr>
<tr>
<td>5</td>
<td>06/25/2010</td>
</tr>
<tr>
<td>6</td>
<td>07/02/2010</td>
</tr>
<tr>
<td>7</td>
<td>07/09/2010</td>
</tr>
<tr>
<td>8</td>
<td>08/13/2010</td>
</tr>
<tr>
<td>9</td>
<td>08/20/2010</td>
</tr>
<tr>
<td>10</td>
<td>08/27/2010</td>
</tr>
<tr>
<td>11</td>
<td>09/03/2010</td>
</tr>
<tr>
<td>12</td>
<td>09/10/2010</td>
</tr>
<tr>
<td>13</td>
<td>10/08/2010</td>
</tr>
<tr>
<td>14</td>
<td>10/15/2010</td>
</tr>
<tr>
<td>15</td>
<td>10/29/2010</td>
</tr>
<tr>
<td>16</td>
<td>11/19/2010</td>
</tr>
<tr>
<td>17</td>
<td>12/03/2010</td>
</tr>
<tr>
<td>18</td>
<td>01/21/2011</td>
</tr>
<tr>
<td>19</td>
<td>01/28/2011</td>
</tr>
<tr>
<td>20</td>
<td>02/11/2011</td>
</tr>
<tr>
<td>21</td>
<td>02/18/2011</td>
</tr>
<tr>
<td>22</td>
<td>03/18/2011</td>
</tr>
<tr>
<td>23</td>
<td>04/08/2011</td>
</tr>
<tr>
<td>24</td>
<td>05/13/2011</td>
</tr>
<tr>
<td>25</td>
<td>05/27/2011</td>
</tr>
<tr>
<td>26</td>
<td>06/03/2011</td>
</tr>
<tr>
<td>27</td>
<td>06/24/2011</td>
</tr>
<tr>
<td>28</td>
<td>07/01/2011</td>
</tr>
<tr>
<td>29</td>
<td>07/15/2011</td>
</tr>
<tr>
<td>30</td>
<td>07/22/2011</td>
</tr>
</tbody>
</table>

ASBE0016-001 04/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLumas, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
## Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, & Yuba Counties

### Asbestos Workers/Insulator
(Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)

<table>
<thead>
<tr>
<th>Area</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$51.80</td>
<td>16.75</td>
</tr>
<tr>
<td>2</td>
<td>$40.65</td>
<td>16.75</td>
</tr>
</tbody>
</table>

---

**ASBE0016-004 01/01/2010**

### Asbestos Removal
Worker/hazardous material handler (includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)...

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15.18</td>
<td>2.80</td>
</tr>
</tbody>
</table>

---

**BOIL0549-001 01/01/2009**

### Area 1: Alameda, Contra Costa, San Francisco, San Mateo & Santa Clara Counties

### Area 2: Remaining Counties

### Boilermaker

<table>
<thead>
<tr>
<th>Area</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$40.17</td>
<td>22.32</td>
</tr>
<tr>
<td>2</td>
<td>$37.01</td>
<td>22.25</td>
</tr>
</tbody>
</table>

---

**BRCA0003-001 08/01/2008**

### Marble Finisher

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28.02</td>
<td>12.12</td>
</tr>
</tbody>
</table>

---

**BRCA0003-003 08/01/2008**

### Marble Mason

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39.22</td>
<td>18.58</td>
</tr>
</tbody>
</table>

---

**BRCA0003-005 05/01/2011**

### Bricklayer

(1) Fresno, Kings, Madera, Mariposa, Merced...
(7) San Francisco, San Mateo...
(8) Alameda, Contra Costa, San Benito, Santa Clara...

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34.11</td>
<td>19.34</td>
</tr>
<tr>
<td>$39.85</td>
<td>22.00</td>
</tr>
<tr>
<td>$39.63</td>
<td>19.92</td>
</tr>
</tbody>
</table>

---

**San Juan Road Safety & Overlay Improvements**

**Contract No. 12-142165**
(9) Calaveras, San Joaquin, Stanislaus, Tuolumne..................$ 35.11 18.99
(16) Monterey, Santa Cruz..................$ 35.91 22.42

BRCA0003-008 07/01/2010

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TERRAZZO FINISHER...............$ 30.30</td>
<td>13.77</td>
</tr>
<tr>
<td>TERRAZZO WORKER/SETTER...........$ 39.30</td>
<td>21.20</td>
</tr>
</tbody>
</table>

BRCA0003-011 01/01/2011

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TILE FINISHER</td>
<td></td>
</tr>
<tr>
<td>Area 1.........$ 21.44</td>
<td>12.31</td>
</tr>
<tr>
<td>Area 2.........$ 21.26</td>
<td>12.44</td>
</tr>
<tr>
<td>Area 3.........$ 21.01</td>
<td>11.58</td>
</tr>
<tr>
<td>Tile Layer</td>
<td></td>
</tr>
<tr>
<td>Area 1.........$ 38.61</td>
<td>13.73</td>
</tr>
<tr>
<td>Area 2.........$ 34.41</td>
<td>13.68</td>
</tr>
<tr>
<td>Area 3.........$ 29.78</td>
<td>13.10</td>
</tr>
</tbody>
</table>

CARP0022-001 07/01/2011

San Francisco County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenters</td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter...............$ 37.50</td>
<td>24.84</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer...............$ 37.65</td>
<td>24.84</td>
</tr>
<tr>
<td>Journeyman Carpenter...............$ 37.50</td>
<td>24.84</td>
</tr>
<tr>
<td>Millwright...............$ 37.60</td>
<td>26.43</td>
</tr>
</tbody>
</table>

CARP0034-001 07/01/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diver</td>
<td></td>
</tr>
<tr>
<td>Assistant Tender, ROV Tender/Technician...............$ 36.75</td>
<td>28.04</td>
</tr>
<tr>
<td>Diver standby..................................$ 41.43</td>
<td>28.04</td>
</tr>
<tr>
<td>Diver Tender....................................$ 40.43</td>
<td>28.04</td>
</tr>
<tr>
<td>Diver wet.........................................$ 82.86</td>
<td>28.04</td>
</tr>
<tr>
<td>Manifold Operator (mixed gas)...............$ 45.43</td>
<td>28.04</td>
</tr>
<tr>
<td>Manifold Operator (Standby)...............$ 40.43</td>
<td>28.04</td>
</tr>
</tbody>
</table>

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft  $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

<table>
<thead>
<tr>
<th>CARP0034-003 07/01/2011</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rates</strong></td>
</tr>
<tr>
<td>Piledriver.................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CARP0035-007 07/01/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rates</strong></td>
</tr>
</tbody>
</table>

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

<table>
<thead>
<tr>
<th><strong>Rates</strong></th>
<th><strong>Fringes</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Modular Furniture Installer</td>
<td></td>
</tr>
<tr>
<td><strong>Area 1</strong></td>
<td></td>
</tr>
<tr>
<td>Installer I.................</td>
<td>$22.11</td>
</tr>
<tr>
<td>Installer II.................</td>
<td>$18.68</td>
</tr>
<tr>
<td>Lead Installer..............</td>
<td>$25.56</td>
</tr>
<tr>
<td>Master Installer............</td>
<td>$29.78</td>
</tr>
<tr>
<td><strong>Area 2</strong></td>
<td></td>
</tr>
<tr>
<td>Installer I.................</td>
<td>$19.46</td>
</tr>
<tr>
<td>Installer II.................</td>
<td>$16.51</td>
</tr>
<tr>
<td>Lead Installer..............</td>
<td>$22.43</td>
</tr>
<tr>
<td>Master Installer............</td>
<td>$26.06</td>
</tr>
<tr>
<td><strong>Area 3</strong></td>
<td></td>
</tr>
<tr>
<td>Installer I.................</td>
<td>$18.51</td>
</tr>
<tr>
<td>Installer II.................</td>
<td>$15.74</td>
</tr>
<tr>
<td>Lead Installer..............</td>
<td>$21.31</td>
</tr>
<tr>
<td>Master Installer............</td>
<td>$24.73</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CARP0035-008 08/01/2010</th>
</tr>
</thead>
</table>

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

140
### AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Drywall Installers/Lathers:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area 1</td>
<td>$37.50</td>
<td>22.02</td>
</tr>
<tr>
<td>Area 2</td>
<td>$31.62</td>
<td>22.02</td>
</tr>
<tr>
<td>Area 4</td>
<td>$30.77</td>
<td>22.02</td>
</tr>
<tr>
<td><strong>Drywall Stocker/Scraper:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Area 1</td>
<td>$18.75</td>
<td>12.88</td>
</tr>
<tr>
<td>Area 2</td>
<td>$15.81</td>
<td>12.88</td>
</tr>
<tr>
<td>Area 4</td>
<td>$15.39</td>
<td>12.88</td>
</tr>
</tbody>
</table>

CARP0152-001 07/01/2011

### Contra Costa County

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$37.50</td>
<td>24.84</td>
</tr>
<tr>
<td>Hardwood Floorlayer,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shingler, Power Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator, Steel Scaffold &amp;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Shoring Erector, Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$37.65</td>
<td>24.84</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$37.50</td>
<td>24.84</td>
</tr>
<tr>
<td>Millwright</td>
<td>$37.60</td>
<td>26.43</td>
</tr>
</tbody>
</table>

CARP0152-002 07/01/2011

### San Joaquin County

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$37.50</td>
<td>24.84</td>
</tr>
<tr>
<td>Hardwood Floorlayer,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shingler, Power Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator, Steel Scaffold &amp;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Shoring Erector, Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$31.32</td>
<td>24.84</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$31.17</td>
<td>24.84</td>
</tr>
<tr>
<td>Millwright</td>
<td>$33.67</td>
<td>26.43</td>
</tr>
</tbody>
</table>

CARP0152-004 07/01/2011

### Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carpenter</td>
<td>$37.50</td>
<td>24.84</td>
</tr>
<tr>
<td>Hardwood Floorlayer,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shingler, Power Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operator, Steel Scaffold &amp;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Shoring Erector, Saw</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filer</td>
<td>$30.42</td>
<td>24.84</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$30.27</td>
<td>24.84</td>
</tr>
<tr>
<td>Millwright</td>
<td>$32.77</td>
<td>26.43</td>
</tr>
</tbody>
</table>

CARP0217-001 07/01/2011

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

141
**San Mateo County**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$37.65</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Millwright</td>
<td>$37.60</td>
</tr>
</tbody>
</table>

**CARP0405-001 07/01/2011**

**Santa Clara County**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$37.65</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Millwright</td>
<td>$37.60</td>
</tr>
</tbody>
</table>

**CARP0405-002 07/01/2011**

**San Benito County**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$31.77</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$31.62</td>
</tr>
<tr>
<td>Millwright</td>
<td>$34.12</td>
</tr>
</tbody>
</table>

**CARP0505-001 07/01/2011**

**Santa Cruz County**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Carpenters</strong></td>
<td></td>
</tr>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$31.77</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$31.62</td>
</tr>
<tr>
<td>Millwright</td>
<td>$34.12</td>
</tr>
</tbody>
</table>
### Monterey County

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$31.77</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$31.62</td>
</tr>
</tbody>
</table>
| Millwright            | $34.12  | 24.84

### Fresno and Madera Counties

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$30.42</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$30.27</td>
</tr>
</tbody>
</table>
| Millwright            | $32.77  | 24.84

### Alameda County

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$37.65</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$37.50</td>
</tr>
</tbody>
</table>
| Millwright            | $37.60  | 24.84

### Kings County

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge Builder/Highway Carpenter</td>
<td>$37.50</td>
</tr>
<tr>
<td>Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &amp; Steel Shoring Erector, Saw Filer</td>
<td>$30.42</td>
</tr>
<tr>
<td>Journeyman Carpenter</td>
<td>$30.27</td>
</tr>
</tbody>
</table>
| Millwright            | $32.77  | 24.84

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
CONTRACT NO. 12-142165  
143
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Sound & Communications
Installer..................$ 29.87 3%+11.95
Technician.................$ 34.01 3%+11.95

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

SAN FRANCISCO COUNTY

Rates Fringes

ELECTRICIAN..................$ 53.05 22.69

ELECO0006-008 12/01/2006

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

Communications System
Installer..................$ 23.47 3%+10.65
Technician................$ 26.72 3%+10.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75',
above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2011

FRESNO, KINGS, AND MADERA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN........................ $ 32.85</td>
<td>3%+16.30</td>
</tr>
</tbody>
</table>

ELEC0100-005 12/01/2010

FRESNO, KINGS, MADERA

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communications System Installer.................. $ 26.29</td>
<td>12.77</td>
</tr>
<tr>
<td>Technician................................. $ 29.93</td>
<td>12.90</td>
</tr>
</tbody>
</table>

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

145
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN</td>
<td>$ 41.20</td>
</tr>
</tbody>
</table>

* ELEC0302-001 06/01/2011

CONTRA COSTA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER</td>
<td>$ 52.49</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$ 46.21</td>
</tr>
</tbody>
</table>

ELEC0332-001 05/30/2011

SANTA CLARA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER</td>
<td>$ 55.86</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$ 48.57</td>
</tr>
</tbody>
</table>

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures; to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0595-001 06/01/2010

ALAMEDA COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER</td>
<td>$ 50.06</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$ 44.50</td>
</tr>
</tbody>
</table>

ELEC0595-002 06/01/2011

CALAVERAS AND SAN JOAQUIN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER</td>
<td>$ 37.13</td>
</tr>
</tbody>
</table>

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
<table>
<thead>
<tr>
<th>ELECTRICIAN</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Tunnel work</td>
<td>$34.65</td>
<td>20.99+7.5%</td>
</tr>
<tr>
<td>(2) All other work</td>
<td>$33.00</td>
<td>20.99+7.5%</td>
</tr>
</tbody>
</table>

ELEC0617-001 06/01/2010

SAN MATEO COUNTY

<table>
<thead>
<tr>
<th>ELECTRICIAN</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>.....................</td>
<td>$50.00</td>
<td>22.33</td>
</tr>
</tbody>
</table>

ELEC0684-001 07/01/2010

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>ELECTRICIAN</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>...............</td>
<td>$34.60</td>
<td>3%+16.90</td>
</tr>
</tbody>
</table>

CABLE SPLICER = 110% of Journeyman Electrician

ELEC1245-001 06/01/2010

<table>
<thead>
<tr>
<th>LINE CONSTRUCTION</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Lineman; Cable splicer</td>
<td>$46.14</td>
<td>13.41</td>
</tr>
<tr>
<td>(2) Equipment specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &amp; underground distribution line equipment</td>
<td>$36.85</td>
<td>12.36</td>
</tr>
<tr>
<td>(3) Groundman</td>
<td>$28.19</td>
<td>12.10</td>
</tr>
<tr>
<td>(4) Powderman</td>
<td>$41.20</td>
<td>12.53</td>
</tr>
</tbody>
</table>


ELEV0008-001 01/01/2011

<table>
<thead>
<tr>
<th>ELEVATOR MECHANIC</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>...................</td>
<td>$56.14</td>
<td>21.785</td>
</tr>
</tbody>
</table>

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENG10003-008 07/01/2009

| Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) |
| AREA 1: |
| (1) Leverman | $38.94 | 22.58 |
| (2) Dredge Dozer; Heavy | |

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS CONTRACT NO. 12-142165
duty repairman............$ 33.98 22.58
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator......................$ 32.86 22.58
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 29.56 22.58
AREA 2:
(1) Leverman.................$ 40.94 22.58
(2) Dredge Dozer; Heavy
duty repairman..............$ 35.98 22.58
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator......................$ 34.86 22.58
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 31.56 22.58

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
  Area 1: Western part along the Southern portion of border
         with Shasta County
  Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 07/01/2010

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

<table>
<thead>
<tr>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Power Equipment</td>
</tr>
<tr>
<td>GROUP 1: $ 37.77</td>
</tr>
<tr>
<td>GROUP 2: $ 36.24</td>
</tr>
<tr>
<td>GROUP 3: $ 34.76</td>
</tr>
<tr>
<td>GROUP 4: $ 33.38</td>
</tr>
<tr>
<td>Fringes: 23.00</td>
</tr>
</tbody>
</table>

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

149
<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
<th>Rate</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>$32.11</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>$30.79</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>$29.65</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>$28.51</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>8-A</td>
<td>$28.30</td>
<td>23.00</td>
<td></td>
</tr>
</tbody>
</table>

**OPERATOR:** Power Equipment  
**(Cranes and Attachments - AREA 1:)**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
<th>Rate</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$38.65</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$36.89</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$35.14</td>
<td>23.00</td>
<td></td>
</tr>
</tbody>
</table>

**OPERATOR:** Power Equipment  
**(Piledriving - AREA 1:)**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
<th>Rate</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$38.99</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$37.17</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$35.49</td>
<td>23.00</td>
<td></td>
</tr>
</tbody>
</table>

**OPERATOR:** Power Equipment  
**(Steel Erection - AREA 1:)**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
<th>Rate</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$39.62</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$37.85</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$36.37</td>
<td>23.00</td>
<td></td>
</tr>
</tbody>
</table>

**OPERATOR:** Power Equipment  
**(Shafts, Stopes, Raises - AREA 1:)**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
<th>Rate</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$33.87</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>1-A</td>
<td>$36.34</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$32.61</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$31.28</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$30.14</td>
<td>23.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$29.00</td>
<td>23.00</td>
<td></td>
</tr>
</tbody>
</table>

**UNDERGROUND:**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Description</th>
<th>Rate</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$33.77</td>
<td>23.00</td>
<td></td>
</tr>
</tbody>
</table>

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS  
**CONTRACT NO. 12-142165**
GROUP 1-A...........$ 36.34 23.00
GROUP 2...........$ 32.51 23.00
GROUP 3...........$ 31.18 23.00
GROUP 4...........$ 30.04 23.00
GROUP 5...........$ 28.90 23.00

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $0.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (Concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types);
Mechanical burr, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnel or manhole); Self-propelled compactor with dozer; Tractor with boom 6 ft. or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oilier, truck mounted equipment; Pavement breaker, truck-mounted, with compressor or combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Fire tender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/guniter); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Guniter/shotcrete equipment operator; Hydraulic monitor; Ken stone (or similar); Mixermobile; Oilier; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper
ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/ocw piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

153
GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part
GLEN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder
TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY:
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

SEE AREA DESCRIPTIONS BELOW

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td></td>
</tr>
<tr>
<td>AREA 1</td>
<td>$28.64</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$28.64</td>
</tr>
<tr>
<td>GROUP 2</td>
<td></td>
</tr>
<tr>
<td>AREA 1</td>
<td>$25.04</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$27.04</td>
</tr>
<tr>
<td>GROUP 3</td>
<td></td>
</tr>
<tr>
<td>AREA 1</td>
<td>$20.43</td>
</tr>
<tr>
<td>AREA 2</td>
<td>$22.43</td>
</tr>
</tbody>
</table>

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer’s rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer’s rating is 65 HP or less: A-Frame and winch Truck, Backhoe, Forklift, Hydairobi Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

156
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DELMAR COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
   Area 1: Western part along the Southern portion of border
   with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
   Area 1: All but the Northern portion along the border of
   Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity Counties
  Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with Shasta County
  Area 2: Remainder

TULARE COUNTY:
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

------------------------------------------------------
IRON00002-004 07/01/2010

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ironworkers: Fence Erector....$ 26.58</td>
<td>15.26</td>
</tr>
<tr>
<td>Ornamental, Reinforcing</td>
<td></td>
</tr>
<tr>
<td>and Structural........$ 33.00</td>
<td>23.73</td>
</tr>
</tbody>
</table>

PREMIUM PAY:
$6.00 additional per hour at the following locations:
China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

$4.00 additional per hour at the following locations:
Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

-------------------------------------------
LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:
MASON TENDER, BRICK .................. $ 26.93 16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LAB00036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

PLASTER TENDER ..................... $ 26.48 16.23

FOOTNOTES: Work on a suspended scaffold: $5.00 per day additional. Work operating a plaster mixer pump gun: $1.00 per hour additional.

LAB00067-002 04/01/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MOOD, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Asbestos Removal Laborer
Areas A & B ......................... $ 18.68 6.60
LABORER (Lead Removal)
Area A .............................. $ 36.25 6.68
Area B .............................. $ 35.25 6.68

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LAB00067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MOOD, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

Rates Fringes

159

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person
Area A........................ $ 26.89 14.93
Area B........................ $ 25.89 14.93

Traffic Control Person I
Area A........................ $ 27.19 14.93
Area B........................ $ 26.19 14.93

Traffic Control Person II
Area A........................ $ 24.69 14.93
Area B........................ $ 23.69 14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

Rates Fringes

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)

Construction Specialist
Group........................ $ 27.84 15.82
Group 1........................ $ 27.14 15.82
Group 1-a........................ $ 27.36 15.82
Group 1-c........................ $ 27.19 15.82
Group 1-e........................ $ 27.69 15.82
Group 1-f........................ $ 27.72 15.82
Group 1-g (Contra Costa County)........................ $ 27.34 15.82
Group 2........................ $ 26.99 15.82
Group 3........................ $ 26.89 15.82
Group 4........................ $ 20.58 15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)

Construction Specialist
Group........................ $ 26.84 15.82
Group 1........................ $ 26.14 15.82
Group 1-a........................ $ 26.36 15.82
Group 1-c........................ $ 26.19 15.82
Group 1-e........................ $ 26.69 15.82
Group 1-f........................ $ 26.72 15.82
Group 2........................ $ 25.99 15.82
Group 3........................ $ 25.89 15.82
Group 4........................ $ 19.58 15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

Group 1........................ $ 28.10 15.82
Group 2........................ $ 27.60 15.82
Group 3........................ $ 27.60 15.82

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

160
GROUP 4.................. $ 27.60 15.82

Laborers: (GUNITE - AREA B:)
GROUP 1.................. $ 27.10 15.82
GROUP 2.................. $ 26.60 15.82
GROUP 3.................. $ 26.01 15.82
GROUP 4.................. $ 25.89 15.82

Laborers: (WRECKING - AREA A:)
GROUP 1.................. $ 27.14 15.82
GROUP 2.................. $ 26.99 15.82

Laborers: (WRECKING - AREA B:)
GROUP 1.................. $ 26.14 15.82
GROUP 2.................. $ 25.99 15.82

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE)

LABORERS - AREA A:
(1) New Construction......... $ 26.89 15.82
(2) Establishment Warranty
    Period...................... $ 20.58 15.82

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE)

LABORERS - AREA B:
(1) New Construction......... $ 25.89 15.82
(2) Establishment Warranty
    Period...................... $ 19.58 15.82

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond drill; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tamperers; Buggymobile; Caulker, banger, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactor of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, Logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and
electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonemaster and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rockaway scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo Blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic theroplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shotcrete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100
lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

-----------------------------------------------
GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

-----------------------------------------------
WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

-----------------------------------------------
LAB00067-010 07/01/2010

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$33.35</td>
<td>16.08</td>
</tr>
<tr>
<td>$33.12</td>
<td>16.08</td>
</tr>
<tr>
<td>$32.87</td>
<td>16.08</td>
</tr>
<tr>
<td>$32.42</td>
<td>16.08</td>
</tr>
<tr>
<td>$31.88</td>
<td>16.08</td>
</tr>
<tr>
<td>$33.87</td>
<td>16.08</td>
</tr>
</tbody>
</table>

TUNNEL AND SHAFT CLASSIFICATIONS

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete Finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & Shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swampmen/ Brakeman

---------------------------------------------
LABO0073-003 07/01/2009

CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mason Tender-Brick..................$ 27.03</td>
<td>14.93</td>
</tr>
</tbody>
</table>

---------------------------------------------
LABO0073-005 07/01/2009

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer tender....................$ 28.37</td>
<td>14.14</td>
</tr>
</tbody>
</table>

---------------------------------------------
LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Tender......................$ 25.91</td>
<td>14.65</td>
</tr>
</tbody>
</table>

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

---------------------------------------------
LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plasterer tender.....................$ 30.15</td>
<td>15.90</td>
</tr>
</tbody>
</table>

Gun Man $0.75 per hour additional

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-42165
SANTA CLARA & SANTA CRUZ COUNTIES

Rates Fringes

MASON TENDER, BRICK
Santa Clara.................. $27.93  13.48
Santa Cruz.................. $26.93  13.48

FOOTNOTE: $2.00 per hour for refractory work where heat-protective clothing is required.

SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

PLASTER TENDER
4 stories and under........... $27.62  13.73
5 stories and above........... $29.54  13.73

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

LABORER (Brick)
Mason Tender-Brick........... $27.03  14.93

MONTEREY AND SAN BENITO COUNTIES

Rates Fringes

Plasterer tender.............. $23.70  11.50

FOOTNOTE: Mixer person: $4.00 per day additional.

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Painters:..................... $32.71  19.16

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per hour additional
AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drywall Finisher/Taper</td>
<td></td>
</tr>
<tr>
<td>AREA 1..........</td>
<td>$ 40.37</td>
</tr>
<tr>
<td>AREA 2..........</td>
<td>$ 36.24</td>
</tr>
</tbody>
</table>

PAIN0016-012 01/01/2011

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOFT FLOOR LAYER</td>
<td>$ 44.87</td>
</tr>
</tbody>
</table>

PAIN0016-015 01/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER........</td>
<td>$ 27.78</td>
</tr>
<tr>
<td>Brush...........</td>
<td>$ 29.82</td>
</tr>
</tbody>
</table>

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2011

SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER.........</td>
<td>$ 36.33</td>
</tr>
</tbody>
</table>

PAIN0169-001 01/01/2011

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER.........</td>
<td>$ 30.89</td>
</tr>
</tbody>
</table>

PAIN0169-005 01/01/2011

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>166</td>
</tr>
</tbody>
</table>
GLAZIER...............................$ 41.88

PAIN0294-004 02/01/2011

FRESNO, KINGS AND MADERA COUNTIES

Rates Fringes

PAINTER
Brush, Roller....................$ 25.67 14.57
Drywall Finisher/Taper...........$ 30.47 15.57

FOOTNOTE:
Spray Painters & Paperhangers receive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2011

FRESNO, KINGS & MADERA

Rates Fringes

SOFT FLOOR LAYER.......................$ 27.83 14.33

PAIN0767-001 01/01/2011

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

Rates Fringes

GLAZIER...............................$ 32.34 18.49


Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

Rates Fringes

Parking Lot Striping/Highway
Marking:
GROUP 1...............................$ 29.44 12.51
GROUP 2...............................$ 24.23 12.51
GROUP 3...............................$ 24.86 12.51

CLASSIFICATIONS

GROUP 1: Stripper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2011

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142163

167
CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOFT FLOOR LAYER</td>
<td>$ 28.25</td>
<td>15.68</td>
</tr>
</tbody>
</table>

PLAS0066-002 07/01/2009

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTERER</td>
<td>$ 34.13</td>
<td>21.15</td>
</tr>
</tbody>
</table>

PLAS0300-001 07/01/2009

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLASTERER (Area 188: Fresno)</td>
<td>$ 29.72</td>
<td>14.21</td>
</tr>
<tr>
<td>Area 224: San Benito, Santa Clara, Santa Cruz</td>
<td>$ 34.22</td>
<td>14.08</td>
</tr>
<tr>
<td>Area 295: Calaveras &amp; San Joaquin Counties</td>
<td>$ 32.82</td>
<td>15.10</td>
</tr>
<tr>
<td>Area 337: Monterey County</td>
<td>$ 31.01</td>
<td>13.93</td>
</tr>
<tr>
<td>Area 429: Mariposa, Merced, Stanislaus, Tuolumne Counties</td>
<td>$ 32.82</td>
<td>15.30</td>
</tr>
</tbody>
</table>

PLAS0300-005 06/28/2010

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$ 28.65</td>
<td>18.56</td>
</tr>
</tbody>
</table>

PLUM0038-001 07/01/2010

SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)</td>
<td>$ 55.25</td>
<td>37.04</td>
</tr>
</tbody>
</table>

PLUM0038-005 07/01/2010

SAN FRANCISCO COUNTY

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape/Irrigation Fitter (Underground/Utility Fitter)</td>
<td>$ 46.96</td>
<td>26.35</td>
</tr>
</tbody>
</table>

PLUM0062-001 07/01/2011

MONTEREY AND SANTA CRUZ COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER &amp; STEAMFITTER</td>
<td>$ 40.55</td>
<td>21.83</td>
</tr>
</tbody>
</table>

PLUM0159-001 05/01/2011

CONTRA COSTA COUNTY

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

168
Plumber and steamfitter
(1) Refrigeration............$ 49.33 26.39
(2) All other work............$ 50.22 26.64

PLUMO246-001 07/01/2011

FRESNO, KINGS & MADERA COUNTIES

Rates Fringes
PLUMBER & STEAMFITTER............$ 35.45 22.08

PLUMO246-004 07/01/2006

FRESNO, MERCED & SAN JOAQUIN COUNTIES

Rates Fringes
PLUMBER (PIPE TRADESMAN).........$ 13.00 7.30

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUMO342-001 07/01/2011

ALAMEDA & CONTRA COSTA COUNTIES

Rates Fringes
PIEFITTER
CONTRA COSTA COUNTY............$ 51.21 29.79
PLUMBER, PIEFITTER,
STEAMFITTER
ALAMEDA COUNTY............$ 21.51 29.79

PLUMO355-004 07/01/2011

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Utility Worker /Landscape Fitter $ 28.20</td>
<td>7.65</td>
</tr>
<tr>
<td>* PLUM0393-001 07/01/2011</td>
<td></td>
</tr>
</tbody>
</table>

**SAN BENITO AND SANTA CLARA COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER $ 53.66</td>
<td>25.33</td>
</tr>
<tr>
<td>PLUM0442-001 07/01/2011</td>
<td></td>
</tr>
</tbody>
</table>

**CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER &amp; STEAMFITTER $ 35.95</td>
<td>22.18</td>
</tr>
<tr>
<td>PLUM0467-001 05/01/2011</td>
<td></td>
</tr>
</tbody>
</table>

**SAN MATEO COUNTY**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumber/Pipefitter/Steamfitter $ 53.90</td>
<td>25.61</td>
</tr>
<tr>
<td>ROOF0027-002 09/01/2010</td>
<td></td>
</tr>
</tbody>
</table>

**FRESNO, KINGS, AND MADERA COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOFER $ 27.65</td>
<td>8.07</td>
</tr>
<tr>
<td>ROOF0040-002 08/01/2010</td>
<td></td>
</tr>
</tbody>
</table>

---

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOFER $ 33.33</td>
<td>11.04</td>
</tr>
<tr>
<td>ROOF0081-001 08/01/2009</td>
<td></td>
</tr>
</tbody>
</table>

**SAN FRANCISCO & SAN MATEO COUNTIES:**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer $ 30.95</td>
<td>12.65</td>
</tr>
<tr>
<td>ROOF0081-004 08/01/2009</td>
<td></td>
</tr>
</tbody>
</table>

**ALAMEDA AND CONTRA COSTA COUNTIES:**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer $ 90.95</td>
<td>12.65</td>
</tr>
<tr>
<td>ROOF0081-004 08/01/2009</td>
<td></td>
</tr>
</tbody>
</table>

**CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:**
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOFER</td>
<td>$ 24.56</td>
</tr>
</tbody>
</table>

**ROOF0095-002 08/01/2009**

**MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROOFER</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>$ 30.32</td>
</tr>
<tr>
<td>Kettle person (2 kettles);</td>
<td></td>
</tr>
<tr>
<td>Bitumastic, Enameler, Coal</td>
<td></td>
</tr>
<tr>
<td>Tar, Pitch and Mastic</td>
<td></td>
</tr>
<tr>
<td>worker</td>
<td>$ 33.32</td>
</tr>
<tr>
<td>Kettleman (2 kettles),</td>
<td></td>
</tr>
<tr>
<td>Bitumastic Enameler, Coal</td>
<td></td>
</tr>
<tr>
<td>Tar, Pitch &amp; Mastic</td>
<td>$ 33.73</td>
</tr>
</tbody>
</table>

**SFCA0483-001 01/01/2011**

**ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (FIRE).....</td>
<td>$ 49.50</td>
</tr>
</tbody>
</table>

**SFCA0669-011 04/01/2011**

**CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER....</td>
<td>$ 33.35</td>
</tr>
</tbody>
</table>

**SHEE0104-001 07/01/2009**

**AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA**

**AREA 2: MONTEREY & SAN BENITO**

**AREA 3: SANTA CRUZ**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td></td>
</tr>
<tr>
<td>AREA 1: Mechanical Contracts</td>
<td></td>
</tr>
<tr>
<td>under $200,000........</td>
<td>$ 43.32</td>
</tr>
<tr>
<td>All Other Work........</td>
<td>$ 47.73</td>
</tr>
<tr>
<td>AREA 2................</td>
<td>$ 37.32</td>
</tr>
<tr>
<td>AREA 3................</td>
<td>$ 39.25</td>
</tr>
</tbody>
</table>

**SHEE0104-015 07/01/2009**

**ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:**
<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER (Metal Decking and Siding only)</td>
<td>$33.43</td>
<td>24.31</td>
</tr>
<tr>
<td>SHEE0162-001 07/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALAVERAS AND SAN JOAQUIN COUNTIES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER</td>
<td>$33.71</td>
<td>22.79</td>
</tr>
<tr>
<td>SHEE0162-003 07/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER (Excluding metal deck and siding)</td>
<td>$34.64</td>
<td>24.91</td>
</tr>
<tr>
<td>SHEE0162-004 07/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FRESNO, KINGS, AND MADERA COUNTIES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER</td>
<td>$34.32</td>
<td>25.50</td>
</tr>
<tr>
<td>SHEE0162-013 07/01/2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHEET METAL WORKER (Metal decking and siding only)</td>
<td>$33.82</td>
<td>26.51</td>
</tr>
<tr>
<td>TEAM0094-001 07/01/2009</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FOOTNOTES:**
Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

**TRUCK DRIVER CLASSIFICATIONS**

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used)
appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personnel driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or service person; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or boot person; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds. and under 15 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Tractors towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==============================================

END OF GENERAL DECISION
SECTION 16 – SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

CONTRACT NO. 12-142165

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and ________________________________________, hereinafter called the "Contractor," WITNESSETH:

(1) THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

in accordance with this agreement and with all of the following additional contract documents which are incorporated into and made a part of this agreement:


(b) A set of plans and cross sections (when applicable) entitled:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds required

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
(f) Local Agency Bidder – DBE Information, Exhibit 15-G(2)

(g) Certificate of Insurance

(h) The accepted bid/proposal including the following:

1. List of Subcontractors
2. Equal Employment Opportunity Certification
3. Public Contract Code
   - Section 10285.1 Statement
   - Section 10162 Questionnaire
   - Section 10232 Statement
4. Non-Collusion Affidavit
5. Debarment and Suspension Certification
6. Non-Lobbying Certification for Federal Aid Contracts
7. Disclosure of Lobbying Activities
8. Statement Concerning Employment of Undocumented Aliens
9. Contractor’s Certificate as to Worker’s Compensation
10. List of Satisfied Public Agencies
11. Bidder’s Bond
12. Bidder’s List
13. Local Agency Bidder - UDBE Commitment, Exhibit 15-G(1)
14. UDBE Information - Good Faith Efforts, Exhibit 15-H

All contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this contract:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ITEM CODE</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>QUANTITY ESTIMATE</th>
<th>ITEM PRICE (In Figures)</th>
<th>TOTAL (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>074017</td>
<td>Water Pollution Control Program</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>074016</td>
<td>Construction Site Management</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>120090</td>
<td>Construction Area Signs</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>120100</td>
<td>Traffic Control System Including Flagging</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>128650</td>
<td>Portable Changeable Message Sign</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>190101</td>
<td>Roadway Excavation (Island Removal)</td>
<td>CY</td>
<td>53</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>731501</td>
<td>Minor Concrete (Island Construction)</td>
<td>CY</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>390132</td>
<td>Base Course(s) Type A HMA (Island Replacement to Existing Asphalt Surface, Minor Widening, etc.)</td>
<td>TN</td>
<td>63</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>374206</td>
<td>Seal Random Cracks in Existing Surfacing</td>
<td>LNM</td>
<td>8.43</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>390095</td>
<td>HMA Replace Asphalt Concrete Surfacing (MP 2.38 TO 5.00)</td>
<td>TN</td>
<td>1334</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>390095</td>
<td>HMA Replace Asphalt Concrete Surfacing (MP 5.00 TO 8.49)</td>
<td>TN</td>
<td>1930</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>Remove Raised Pavement Markers</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>Remove Paint &amp; Thermoplastic Traffic Stripe</td>
<td>LF</td>
<td>720</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>150718</td>
<td>Remove Thermoplastic Pavement Markings (MP 2.38 TO 5.00)</td>
<td>SF</td>
<td>560</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>150718</td>
<td>Remove Thermoplastic Pavement Markings (MP 5.00 TO 8.49)</td>
<td>SF</td>
<td>783</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>150771</td>
<td>Remove Asphalt Concrete Dike (MP 2.38 TO 8.49)</td>
<td>LF</td>
<td>3250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>390132</td>
<td>HMA Overlay, Type A Asphalt, MP 2.38 to MP 8.49</td>
<td>TN</td>
<td>30871</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>394073</td>
<td>Place HMA Dike Type A (MP 2.38 TO 8.49)</td>
<td>LF</td>
<td>3250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Radar Speed Detection Curve Warning Sign</td>
<td>EA</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>Thermoplastic (4&quot; inverted profile rl edgelines) Detall 27B mod. (MP 2.38 TO 5.00)</td>
<td>LF</td>
<td>27030</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ITEM CODE</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT OF MEASURE</th>
<th>QUANTITY ESTIMATE</th>
<th>ITEM PRICE (In Figures)</th>
<th>TOTAL (In Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td></td>
<td>Thermoplastic (4&quot; Inverted profile rt edgelines) Detail 27B mod. (MP 5.00 TO 8.49)</td>
<td>LF</td>
<td></td>
<td>36301</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>840501</td>
<td>Thermoplastic 4-inch Solid Striping (MP 2.38 TO 5.00)</td>
<td>LF</td>
<td></td>
<td>17598</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>840501</td>
<td>Thermoplastic 4-inch Solid Striping, (MP 5.00 TO 8.49)</td>
<td>LF</td>
<td></td>
<td>38430</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>840525</td>
<td>Thermoplastic 4-inch Broken Striping, 36-12 (MP 2.38 TO 5.00)</td>
<td>LF</td>
<td></td>
<td>8798</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>840525</td>
<td>Thermoplastic 4-inch Broken Striping, 36-12 (MP 5.00 TO 8.49)</td>
<td>LF</td>
<td></td>
<td>7579</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>840506</td>
<td>Thermoplastic 8-inch Solid White Striping (MP 2.38 TO 5.00)</td>
<td>LF</td>
<td></td>
<td>1335</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>840506</td>
<td>Thermoplastic 8-inch Solid White Striping (MP 5.00 TO 8.49)</td>
<td>LF</td>
<td></td>
<td>720</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>840515</td>
<td>Thermoplastic Markings (MP 2.38 TO 5.00)</td>
<td>SF</td>
<td></td>
<td>560</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>840515</td>
<td>Thermoplastic Markings (MP 5.00 TO 8.49)</td>
<td>SF</td>
<td></td>
<td>783</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td>Monument Frame and Cover (MP 2.38 TO 8.49)</td>
<td>EA</td>
<td></td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>850102</td>
<td>Raised Reflective Pavement Markers (MP 2.38 TO 5.00)</td>
<td>EA</td>
<td></td>
<td>982</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>850102</td>
<td>Raised Reflective Pavement Markers (MP 5.00 TO 8.49)</td>
<td>EA</td>
<td></td>
<td>1806</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>850101</td>
<td>Raised Non-reflective Pavement Markers (MP 2.38 TO 5.00)</td>
<td>EA</td>
<td></td>
<td>4344</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>850101</td>
<td>Raised Non-reflective Pavement Markers (MP 5.00 TO 8.49)</td>
<td>EA</td>
<td></td>
<td>8500</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>153103</td>
<td>Cold Plane Asphalt Pavement at Conform Locations (MP 2.38 TO 8.49)</td>
<td>SQYD</td>
<td></td>
<td>3444</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>190185</td>
<td>Shoulder Backing MP 2.38 TO 8.49</td>
<td>TN</td>
<td></td>
<td>2103</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>393001</td>
<td>Reinforcing fabric around edges of surface patches only (MP 2.38 to MP 8.49)</td>
<td>SQYD</td>
<td></td>
<td>688</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td></td>
<td>Paint Raised Island Curb</td>
<td>LS</td>
<td></td>
<td>LS</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>562007</td>
<td>Roadside Signs (MP 2.38 to MP 5.00)</td>
<td>EA</td>
<td>2</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>562007</td>
<td>Roadside Signs (MP 5.00 to MP 8.49)</td>
<td>EA</td>
<td>7</td>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BID**

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-142165

178
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

(Name of Company)

By: ________________________
Signature of Chair, President, or Vice-President

Printed Name and Title

Date: ________________________

By: ________________________
Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*

Printed Name and Title

Date: ________________________

COUNTY OF MONTEREY:

By: ________________________

Name: Paul H. Greenway, P.E.
Title: Acting Director of Public Works
Dated: ________________________

APPROVE AS TO FISCAL TERMS

By: ________________________
Name: Gary Giboney
Title: Chief Deputy Auditor-Controller
Date: ________________________

APPROVE AS TO FORM

By: ________________________
Name: Cynthia L. Hasson
Title: Deputy County Counsel
Date: ________________________

APPROVE AS TO INDEMNITY/INSURANCE LANGUAGE

By: ________________________
Name: Steven F. Mauck
Title: Risk Manager
Date: ________________________

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
CONTRACT NO. 12-42165

179
EXHIBIT 15-G2 LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)
(Inclusive of all DBEs including the UDBEs listed at bid proposal)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS

AGENCY: __________________________ LOCATION: __________________________

PROJECT DESCRIPTION: __________________________________________________

TOTAL CONTRACT AMOUNT: $ __________________________

BID DATE: __________________________

BIDDER'S NAME: __________________________

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED</th>
<th>DBE Cert. No. AND EXPIRATION DATE</th>
<th>NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)</th>
<th>DOLLAR AMOUNT DBE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Local Agency to Complete:

Local Agency Contract Number: __________________________________________

Federal Aid Project Number: __________________________________________

Federal Share: __________________________________________

Contract Award Date: __________________________________________

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

Print Name __________________________ Signature __________________________ Date ____________
Local Agency Representative

(Area Code) Telephone Number: __________________________

For Caltrans Review:

Print Name __________________________ Signature __________________________ Date ____________
Caltrans District Local Assistance Engineer

Total Claimed Participation $ __________________________ % ____________

Signature of Bidder __________________________

Date ____________ (Area Code) Tel. No. __________________________

Local Agency Bidder DBE Information (Rev 3/09)
COUNTY OF MONTEREY

PAYMENT BOND
(Civil Code Section 3249)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a contract for the following project:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 3181 in the penal sum of ____________________________ ($________________) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 3181 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees,
INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS) (Revised 03/09)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify all DBE firms participating in the project—including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

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

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.
COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, ____________________________, as Contractor, a contract for the following project:

SAN JUAN ROAD SAFETY & OVERLAY IMPROVEMENTS
FEDERAL AID PROJECT NO: HRRRL-5944(092)
CONTRACT NO. 12-142165

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of ____________________________, ($__________), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal’s heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal’s part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

(1) Complete the contract in accordance with its terms or conditions, or
(2) Obtain a bid or bids for submission to County of Monterey for completing the
court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 3181, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 3247 et seq. (Civil Code, Division 3, Part 4, Title 15, Chapter 7: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this ______ day of ________, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)  

______________________________  
Principal

By ________________________________  

Name and Title ________________________________

(Corporate Seal)  

______________________________  
Surety

By ________________________________  

Name and Title ________________________________

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety's representative)
contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney’s fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of __________________, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By ____________________________

Name and Title ____________________________

(Corporate Seal)

Surety

By ____________________________

Name and Title ____________________________

(Attach notary acknowledgment for all signatures and attorney-in-fact certificate for signature by surety’s representative)