

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS
Urgent _____ Routine ✓
CEO Concurs with Recommendation YES _____ NO _____
(Information Attached)

BOARD AGENDA # *C-7
AGENDA DATE JUNE 5, 2001
4/5 Vote Required YES _____ NO ✓

SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS FOR THE 2001 ROAD IMPROVEMENT PROGRAM

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE PLANS AND SPECIFICATIONS FOR THE 2001 ROAD IMPROVEMENT PROGRAM;
2. AUTHORIZE THE CLERK OF THE BOARD TO SCHEDULE THE DATES FOR ADVERTISING JUNE 13, AND 20, 2001, SET THE BID OPENING FOR JUNE 27, 2001 AT 2:30 P.M.; AND,
3. AUTHORIZE THE AUDITOR TO INCREASE APPROPRIATIONS PER ATTACHED BUDGET JOURNAL SHEET.

FISCAL
IMPACT:

The project is 100% funded from "congestion relief" monies made available to counties by the State.

BOARD ACTION AS FOLLOWS:

No. 2001-400

On motion of Supervisor Simon, Seconded by Supervisor Caruso
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro Deputy

File No.

SUBJECT: APPROVAL OF PLANS AND SPECIFICATIONS FOR THE 2001 ROAD IMPROVEMENT PROGRAM
PAGE: 2

DISCUSSION: The plans and specifications submitted for your approval propose overlaying approximately 14.45 miles of local roads in Stanislaus County. The engineer's estimate for construction is \$2,106,050 with an advertising cost of \$2,000. The City of Waterford will be participating with the County in this project.

This project involves overlaying the following roads:

1. Adair Road between Beckwith Road and Shoemake Avenue
2. Beverly Drive between Carpenter Road and Paradise Road
3. Clayton Road between Mitchell and Faith Home Road
4. Clayton Road between Washington Road and Commons Road
5. East Avenue between Santa Fe and the Merced County line
6. East Avenue between Vincent and Santa Fe
7. Hilltop Subdivision (Robertson, Ridge, Regal, Dunning, Hilltop)
8. Illinois Avenue from Paradise Road to the end
9. McCoy Road between Church and Abbie
10. Midway Avenue between Morgan and Nelson
11. Mitch Road between Fulkerth and Monte Vista
12. Olivera Road between Jim Way and Crows Landing
13. Reinway Avenue between El Pomar and Waterford city limits
14. Reservoir Road between Yosemite Boulevard and Guard Shack
15. Spencer Avenue between Maze Boulevard and California Avenue
16. Sperry Avenue between Baldwin and Delta Mendota Canal
17. Tegner Road between Linwood and Turlock city limits
18. Temperate Avenue from Rosemore Avenue to the end
19. Wamble Road between SR 120 and Fogerty
20. West Boat Ramp Road (Modesto Reservoir) between Reservoir Road to where the previous overlay stopped
21. Woodward Reservoir from Hackberry Campground East to where the previous overlay stopped
22. "F" Street (Waterford) between Yosemite Boulevard and Baldwin Road

**POLICY
ISSUE:**

This action is consistent with the Board of Supervisors' goal of providing a safe, healthy community.

**STAFFING
IMPACT:**

There is no staffing impact associated with this item.

AUDITOR-CONTROLLER
BUDGET JOURNAL



Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-00**
 To **Jun-01**



BUDGET JOURNAL SCREEN

BATCH SCREEN

Journal Batch **PW DH**
 Category **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Mar-01	
							AMOUNT	
1	1102	40310	63280	9597	0	0	2,108,050.00	Increase Appropriations
2	1102	40310	63280	0	0	0	(2,108,050.00)	Decrease Appropriations
3	1102	40310	23400	9597	0	0	2,108,050.00	Increase Est. Revenue (State)
4	1102	40310	27600	0	0	0	(2,108,050.00)	Decrease Est. Revenue (Federal)
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Totals								

Explanation: Transfer budgetd appropriations and estimated revenue to project (2001 Road Improvement Program)

Requesting Department	CEO	Auditors Office Only	
Diane Haugh Signature 08-May-01 Date	 Signature Date	<i>[Signature]</i> Approved By 5/29/01 Date	Admin Approval (\$75K+) Date

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

PROPOSAL & CONTACT

AND

SPECIAL PROVISIONS

FOR THE CONSTRUCTION OF

2001 ROAD IMPROVEMENT PROGRAM

IN

STANISLAUS COUNTY

FOR USE IN CONNECTION WITH STANDARD
SPECIFICATIONS DATED JULY 1992
STANDARD PLANS DATED JULY 1992
GENERAL PREVAILING WAGE RATES
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

CONTRACT DOCUMENTS
AND SPECIFICATIONS FOR
2001 ROAD IMPROVEMENT PROGRAM

IN
STANISLAUS COUNTY
OWNER - STANISLAUS COUNTY
BOARD OF SUPERVISORS

PAT PAUL, CHAIR	DISTRICT NO. 1
THOMAS W. MAYFIELD	DISTRICT NO. 2
NICK W. BLOM	DISTRICT NO. 3
RAY SIMON	DISTRICT NO. 4
PAUL CARUSO	DISTRICT NO. 5

REAGAN WILSON -- CHIEF EXECUTIVE OFFICER
GEORGE STILLMAN -- DIRECTOR OF PUBLIC WORKS

APRIL, 2001

2001 ROAD IMPROVEMENT PROGRAM PROJECT

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



Signature

4/18/01

Date



NOTICE TO CONTRACTORS

Contractors are invited to submit written, formal bids for

“2001 ROAD IMPROVEMENT PROGRAM”

Bids envelopes must be delivered to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Modesto, CA, located on the Sixth Floor of Tenth Street Place, Room 6709, **PRIOR TO 2:30 P.M. ON JUNE 27, 2001**, as evidenced by the date/time stamp on the envelope by the Clerk. After bid closing, the bids will be publicly opened and read by the Clerk in the Large Conference Room No. 6502 located on the Sixth Floor of Tenth Street Place.

Bids shall be submitted in sealed envelopes on the forms provided with the plans and specifications for that purpose. Envelopes shall be addressed to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Sixth Floor, Modesto, CA 95354, and plainly marked:

“2001 ROAD IMPROVEMENT PROGRAM”

The work to be accomplished includes 14.45 miles of asphalt concrete overlay, and other such items identified herein.

Specifications are available at the Department of Public Works Office, 1716 Morgan Road, Modesto, CA 95358, upon the receipt of \$10.00 **(NON-REFUNDABLE)** fee (make checks payable to: "STANISLAUS COUNTY PUBLIC WORKS") during the office hours of 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday through Friday. For any questions, please call the ENGINEERING DIVISION AT (209) 525-4193. For technical questions, please call Mark Hamblin at (209) 525-4155.

Your particular attention is directed to the "Information for Bidders" and "General Conditions" included in the specifications, which are to be followed in all respects. In particular, your attention is directed to the handicapped, non-discrimination clause contained in the General Conditions, Section 2.47 that complies with Section 504 of the Rehabilitation Act of 1973. A bidders bond or its equivalent will be required.

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

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

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered this June 5, 2001.

ATTEST: CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors of the
County Stanislaus, State of California

BY: _____
Deputy Clerk

FORM OF PROPOSAL

HONORABLE BOARD OF SUPERVISORS
STANISLAUS COUNTY, CALIFORNIA

The undersigned bidder has examined the site and all of the documents, plans and specifications for

"2001 ROAD IMPROVEMENT PROGRAM"

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

The contract proposal contains three bid options. The County will award the project based on the lowest responsible bidder for the total of the Base Bid plus the three Bid Options. The County reserves the right to remove any or all of the Bid Options, which it determines to be in the best interest of the County. Items paid by the unit shall have the same item price in the Bid Options as in the Base Bid.

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

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

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

The bidder will perform all work and provide all labor, equipment and materials for the completion and operation of the project for which this proposal is made, all as set forth on the plans and in the specifications, provided by the Director of the Department of Public Works or other specified agent of the Stanislaus County Board of Supervisors, at bid amounts as stated below:

2001 ROAD IMPROVEMENT PROGRAM
ENGINEERS ESTIMATE

BASE BID

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
1	Traffic Control	L. S.			\$ _____
2	Adjust Existing Utilities to Grade	Each	42	\$ _____	\$ _____
3	Construct Survey Monument Well	Each	22	\$ _____	\$ _____
4	Class 2 AB (Shoulder Backing)	Tons	6107	\$ _____	\$ _____
5	Asphalt Concrete (Type A)	Tons	34704	\$ _____	\$ _____
6	Cold Plane AC (Gutters)	S. Y.	5016	\$ _____	\$ _____
7	Pavement Reinforcing Fabric	S. Y.	22352	\$ _____	\$ _____
8	Thermoplastic Striping (Detail 1)	L. F.	730	\$ _____	\$ _____
9	Thermoplastic Striping (Detail 5)	L. F.	18800	\$ _____	\$ _____
10	Thermoplastic Striping (Detail 6)	L. F.	5370	\$ _____	\$ _____
11	Thermoplastic Striping (Detail 18)	L. F.	12050	\$ _____	\$ _____
12	Thermoplastic Striping (Detail 19)	L. F.	3800	\$ _____	\$ _____
13	Thermoplastic Striping (Detail 21)	L. F.	9585	\$ _____	\$ _____
14	Thermoplastic Striping (Detail 22)	L. F.	5745	\$ _____	\$ _____
15	Thermoplastic Striping (Detail 24)	L. F.	3855	\$ _____	\$ _____
16	Thermoplastic Striping (Detail 27B)	L. F.	7900	\$ _____	\$ _____
17	Thermoplastic Striping (Detail 28)	L. F.	390	\$ _____	\$ _____
18	Thermoplastic Striping (Detail 32)	L. F.	1060	\$ _____	\$ _____
19	Thermoplastic Striping (Detail 38)	L. F.	700	\$ _____	\$ _____
20	Pavement Marker Striping (Detail 23)	L. F.	430	\$ _____	\$ _____
21	Thermoplastic Pavement Markings	S. F.	5868	\$ _____	\$ _____
22	Supplemental Work	L. S.			\$180,000.00
BASE BID TOTAL					\$ _____

**2001 ROAD IMPROVEMENT PROGRAM
ENGINEERS ESTIMATE**

BID OPTION A (MODESTO RESERVOIR)

**** ITEMS PAID BY THE UNIT SHALL HAVE THE SAME ITEM PRICE AS IN THE BASE BID ****

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
1	Traffic Control	L. S.			\$ _____
5	Asphalt Concrete (Type A)	Tons	452	\$ _____	\$ _____
21	Thermoplastic Pavement Markings	S. F.	34	\$ _____	\$ _____
22	Supplemental Work	L. S.			\$3,000.00
BID OPTION A TOTAL					\$ _____

BID OPTION B (WOODWARD RESERVOIR)

**** ITEMS PAID BY THE UNIT SHALL HAVE THE SAME ITEM PRICE AS IN THE BASE BID ****

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
1	Traffic Control	L. S.			\$ _____
5	Asphalt Concrete (Type A)	Tons	651	\$ _____	\$ _____
21	Thermoplastic Pavement Markings	S. F.	34	\$ _____	\$ _____
22	Supplemental Work	L. S.			\$3,000.00
BID OPTION B TOTAL					\$ _____

BID OPTION C (F STREET IN CITY OF WATERFORD)

**** ITEMS PAID BY THE UNIT SHALL HAVE THE SAME ITEM PRICE AS IN THE BASE BID ****

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price (In Figures)	Total (In Figures)
1	Traffic Control	L. S.			\$ _____
2	Adjust Existing Utilities to Grade	Each	2	\$ _____	\$ _____
5	Asphalt Concrete (Type A)	Tons	1116	\$ _____	\$ _____
20	Pavement Marker striping (Detail 23)	L. F.	890	\$ _____	\$ _____
21	Thermoplastic Pavement Markings	S. F.	75	\$ _____	\$ _____
22	Supplemental Work	L. S.			\$5,000.00
BID OPTION C TOTAL					\$ _____

GRAND TOTAL

(BASE BID PLUS BID OPTION A, BID OPTION B AND BID OPTION C) \$ _____

The undersigned also agrees as follows:

1. Within eight (8) working days from date of the notice of acceptance of proposal, the Contractor shall execute the contract and furnish to the Board of Supervisors of Stanislaus County satisfactory insurance and contract bonds guaranteeing the faithful performance of the work and General Conditions thereto.
2. To begin work on the date specified in the Notice to Proceed and to prosecute said work in such a manner as to complete it within

"FORTY FIVE (45) WORKING DAYS"

The number of working days will be the same for Base Bid, or Base Bid Plus Option A, Option B, and Option C or any combination thereof.

The work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Accompanying this proposal is a bidder's bond issued by a California admitted surety, certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal, made payable to Stanislaus County, which bond or check is to be retained as liquidated damages should the undersigned be awarded the contract and fail to execute the contract and furnish satisfactory bonds according to the conditions herein specified; otherwise said bidder's bond or check will be returned.

Dated: _____

Bidder: _____

By _____

Address: _____

Telephone: _____ Classification _____ License _____

License Expiration Date _____

If incorporated, President, Secretary or Treasurer should sign as such. If partnership, by all partners thereto.

Each proposal 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 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 the Section 4100 of the Public Contract Code. The Bidder's attention is invited 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.

<u>TYPE OF SUBCONTRACT</u>	<u>LICENSE NO.</u>	<u>NAME & ADDRESS OF SUBCONTRACTOR</u>
1.		
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18.		

(Signed) _____
Contractor

STANISLAUS COUNTY

NON-DISCRIMINATION OF THE HANDICAPPED

POLICY STATEMENT

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of Stanislaus County that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the program or activity.

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

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

CERTIFICATION

Each agency, organization, or person seeking a bid, contract or agreement with Stanislaus County shall sign a Certification of Compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act.

**CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF THE HANDICAPPED**

The bidder hereby certifies that he/she/it is in compliance with Section 504 of the Rehabilitation Act of 1973 as incorporated in the Revenue Sharing Act, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap discrimination and participation.

Name of Bidder _____

Business Address _____ Telephone _____

City, State, Zip Code _____

By _____ Title _____
(Signature)

Date _____

To the County of Stanislaus, Public Works Department,

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

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

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

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

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

Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
	Business name (Sole proprietors see instructions on page 2.)	
	Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> </tr> </table>							
OR							
Employer identification number							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> <td style="width: 15%; border: 1px solid black; height: 15px;"></td> </tr> </table>							

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see **Part III instructions** on page 2.)

Sign Here	Signature ▶	Date ▶
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Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one soon.

As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the requester.

Penalties

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

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Specific Instructions

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

Sole Proprietor.—You must enter your individual name. (Enter either your SSN or EIN in Part I.) You may also enter your business name or "doing business as" name on the business name line. Enter your name as shown on your social security card and business name as it was used to apply for your EIN on Form SS-4.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a sole proprietor, you may enter your SSN or EIN. Also see the chart on this page for further clarification of name and TIN combinations. If you do not have a TIN, follow the instructions under **How To Get a TIN** on page 1.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For a complete list of exempt payees, see the separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign.

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

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

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your

TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

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

¹ List first and circle the name of the person whose number you furnish.

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

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

2001 ROAD IMPROVEMENT PROGRAM

**BIDDER'S BOND
COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

We, _____ as Principal, and _____ as Surety

are bound unto the County of Stanislaus, Department of Public Works, hereinafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for

"2001 ROAD IMPROVEMENT PROGRAM"

for the bids are to be opened at Modesto, California on

(Date of Bid Opening)

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

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 2001

Principal

Surety

By

Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____ SS

On this _____ day of _____ in the year 2001, before me, a notary public in and for the county and state aforesaid, personally appeared _____ known to me to be the person whose name is subscribed to this instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he subscribed the name of said company thereto as surety, and his own name as attorney-in-fact.

(seal)

Notary Public

**FORM OF CONTRACT BOND
(RECOMMENDED)**

FAITHFUL PERFORMANCE

Know All Men by These Presents:

That Whereas

as Contractor and Principal, and

as Surety, are held and firmly bound unto the County of Stanislaus, State of California, Obligee, in the sum of

(\$ _____) lawful money of the United States of America, for the payment whereof well and truly to be made we and each of us, jointly and severally, bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

The condition of the above obligation is such that whereas the above bounded Contractor and Principal has entered into a contract with the Obligee dated _____ 2001, to perform all work and furnish all the labor, material and equipment for

“2001 ROAD IMPROVEMENT PROGRAM”

as is more fully set forth in said contract.

Now, therefore, if the above bounded Contractor and Principal shall well and truly perform the work agreed to be performed under said contract, then obligation shall be null and void, otherwise to remain in full force and effect.

In witness whereof, we have hereunto set our hand this _____
day of _____, 2001.

Contractor and Principal

Surety

(NOTE: The bond must be acknowledged before a Notary Public by both the Contractor and the Surety.)

**FORM OF CONTRACT BOND
(RECOMMENDED)**

PAYMENT

Know All Men by These Presents:

That Whereas

as Contractor and Principal, has entered into a contract for

“2001 ROAD IMPROVEMENT PROGRAM”

with the County of Stanislaus, dated _____, 2001, to perform all work and furnish all labor, material, equipment, mechanical workmanship, transportation and services in accordance with the plans and specifications therefore required in the performance thereof, as is more fully set forth in said contract, which said contract is referred to and by reference made a part hereof; and,

Whereas, Division 3, Part 4, Title 15, Chapter 7, Section 3247, et seq, of the Civil Code requires that every person to whom is awarded a contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00) for any public work shall, before entering upon the performance of the work, file a Payment Bond with and approved by the officer of public entity by whom the contract was awarded.

WITNESSETH

That the said Contractor and Principal, and

as Surety, are held and firmly bound unto the County of Stanislaus in the sum of (\$ _____) lawful money of the United States of America being not less than the total amount payable by the terms of said contract, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of the above obligation is such that if the said Contractor in said contract, or his or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld and paid over pursuant to Section 18806 of the Revenue and Taxation Code, the said Surety will pay for the same, in an amount not exceeding the sum herein before specified, and, also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court, otherwise the bond shall be null and void.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same shall in any manner affect its obligations on this bond, and it hereby does waive any notice of any such changes, extension, alteration or addition.

In witness whereof, we have hereunto set our hand this _____ day of _____, 2001.

Contractor and Principal

Surety

Approved this _____ day of _____, 2001

(NOTE: The bond must be acknowledged before a Notary Public by **both** the Contractor and the Surety.)

AGREEMENT

This Agreement, made this _____, 2001,
by and between _____,
hereinafter called "Contractor", and the County of Stanislaus, State of California, hereinafter
called "County".

WITNESSETH

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner the

"2001 ROAD IMPROVEMENT PROGRAM"

as set forth in the Proposal of the Contractor and in accordance with the bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

ARTICLE III

No alterations in the work shall be made except upon written order of the County. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be stated in said order and shall be approved in writing by the County and the Contractor.

The Director of the Department of Public Works of the County of Stanislaus may order changes, additions, and alterations in the work, which do not exceed \$500.00, in writing. All other changes, additions, or alterations in the work shall be by order of the Board of Supervisors of the County of Stanislaus.

ARTICLE IV

The Contractor shall commence the work within five (5) calendar days after the date specified in the Notice to Proceed given to him, and shall prosecute said work in a prompt, diligent and workmanlike manner. The Contractor shall complete the work within

"FORTY FIVE (45) WORKING DAYS"

of the date of the Notice to Proceed, unless extension or suspension of the work is agreed to in writing by the County. Time is of the essence in this Agreement.

ARTICLE V

The County agrees to pay and the Contractor agrees to receive and accept the unit prices contained in his proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement.

The County shall pay to the Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety percent (90%) of the cost of the work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of ten percent (10%) of the contract price shall be due the Contractor 35 days after acceptance of the work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

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

ARTICLE VI

Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract work. Prior to commencing the work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ARTICLE VII

The Contractor shall take out, and maintain during the life of the contract, insurance policies as described in Section 2.16 of the General Conditions of the contract documents.

ARTICLE VIII

The Contractor shall indemnify, defend, and save harmless Stanislaus County and all officers and employees thereof connected with the work from all claims, suits or actions of every name, kind and description, brought forth or on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its officers or employees.

ARTICLE IX

When the work is completed and ready for final inspection, the Contractor shall notify the County, which shall make such final inspection within five (5) days after notice.

If the County shall approve the work and find that the work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

ARTICLE X

The Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works, and Sections 2.13, 2.18, 2.19, 2.20, 2.21, and 2.22 of the General Conditions are hereby referred to and incorporated herein as if fully set forth. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Notice to contractors, and the Contractor shall be required to pay not less than said prevailing rates.

ARTICLE XI

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Director of the Department of Public Works.

ARTICLE XII

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XIII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

ARTICLE XIV

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. The Director of the Department of Public Works shall decide all questions arising under this Article.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

CONTRACTOR

By _____

(Title)

Federal Employer ID No.

California

COUNTY OF STANISLAUS

By _____
Chairman of the Board of Supervisors

ATTEST:

CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors of the
County of Stanislaus, State of

By _____
Deputy Clerk of the Board

APPROVED AS TO FORM
MICHAEL H. KRAUSNICK

By _____
Deputy County Counsel

(NOTE: The agreement must be acknowledged before a Notary Public by the Contractor.)

SPECIAL PROVISIONS

1.00 INFORMATION FOR BIDDERS.

1.01 DATE AND PLACE FOR OPENING PROPOSALS. Pursuant to the "Notice to Contractors", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of Stanislaus County.

At the place and time set forth in said notice, they will be publicly opened and read. Said Board of Supervisors, if awarded, will make the awarding of the contract, as soon thereafter as practicable.

1.02 PRINTED FORM OF PROPOSALS. All proposals must be made upon the blank Form of Proposal attached hereto, and should give the price data in figures, and must be signed by the bidder. In accordance with the directions in the Form of Proposal, in order to insure consideration the proposal should be enclosed in a return envelope furnished by the bidder, and plainly marked: Proposal For

"2001 ROADIMPROVEMENT PROGRAM"

and addressed to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, 6th Floor, Modesto, CA 95354. No bid may be withdrawn within 30 days after time of opening.

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

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

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

A bidder may be deemed not to be responsible and his bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board.

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

1.06 ACCEPTANCE OF PROPOSALS AND ITS EFFECT. Within 30 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Paragraph 1.07. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors.

1.07 TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE. Any bidder whose proposal shall be accepted will be required to execute the contract within 15 days after the date that the contract documents are mailed to him by the Department of Public Works. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the General Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

1.08 DETERMINATION OF LOW BIDDER. Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the bidder who has submitted the lowest bid determined by lowest unit price based on the quantities given in the schedule. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

1.09 TIME FOR BEGINNING AND COMPLETING THE WORK. The Contractor shall commence the work within five (5) calendar days after the date specified in the Notice to Proceed given to him by the Clerk of said Board of Supervisors to commence work, and he shall complete the work within the specified time. The date of the Notice to Proceed shall constitute the first working day.

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

1.11 INTERPRETATION OF ADDENDA. Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Engineering Department, 2001 ROAD IMPROVEMENT PROGRAM, 1716 Morgan Road, Modesto, California 95358, Fax number (209) 525-4188.

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

1.13 SUBSTITUTION OF SECURITIES FOR WITHHELD PAYMENTS – Section 9-1.065, "Payment of Withheld Funds," of the 1992 Standard Specifications, is deleted in its entirety.

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

2.00 GENERAL CONDITIONS.

2.01 OWNER. The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

2.02 BOARD. The term "Board", where used herein, shall mean the Board of Supervisors of the County of Stanislaus, California.

2.03 ENGINEER. The Director of Public Works shall supervise and be responsible for the work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Director of Public Works of Stanislaus County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

2.04 CONTRACTOR. The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the work described and specified herein has been awarded to by the Board.

2.05 SUBCONTRACTOR. The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the work or portion of the work described and specified herein.

2.06 WORK. The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

2.07 CONTRACT DOCUMENTS. The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

2.08 DOCUMENT CLARITY. The Contractor's attention is directed to the following requirement:

Government Code 27361.7 - Requirement that document will reproduce readable photographic record substitution of legible original document or preparation of true copy of first document:

Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the Recorder may require the person presenting it for record to substitute a legible copy of the first document by handwriting or typewriting and attach the same to the original as part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word "text" includes the notary seal, certificates and other appendices, thereto.

2.09 COMPLETE CONTRACT. The complete contract consists of all of the contract documents.

2.10 PLANS AND SPECIFICATIONS. The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

2.11 AGREEMENT. The Contractor to whom the work is awarded shall, within eight days after receipt of the contract documents as mailed by the Department of Public Works, enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

2.12 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES. Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work.

2.13 PERMITS AND LICENSES. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, except those secured by Stanislaus County and so noted.

2.14 INSPECTION OF WORK. A representative of the Owner shall, at all times, have access to the work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Department of Public Works regulations wherein the County's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

2.15 BONDS. The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

2-16 INSURANCE.

A. Indemnity

The Contractor shall indemnify, defend, and save harmless the County of Stanislaus, its officers, agents, and employees, from any and all claims, demands, suits, and legal actions of any kind or nature including all costs, attorneys' fees, and expenses incurred therefrom; whether arising before or after final acceptance of this contract agreement; and whether in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, omission, active or passive negligence of the Contractor or of anyone acting under the Contractor's direction and control. The Contractor's aforesaid indemnity and

hold harmless agreement shall not be applicable to any said liability caused solely by the negligence of the County of Stanislaus.

B. Minimum Scope of Insurance:

Insurance coverage shall be at least as broad as:

1. General Liability:
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Fire Insurance:
Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name of the County and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, in not less than 100% of the contract price.
3. Automobile Liability Insurance:
Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than One Million Dollars (\$1,000,000) per accident, and providing property damage liability of no less than One Hundred Thousand Dollars (\$100,000) per accident.
4. Workers' Compensation Insurance:
Workers' Compensation insurance as required by the Labor Code of the State of California.

C. Labor Code Certification:

In signing this contract, the Contractor makes the following certification, required by Section 1861 of the California Labor Code. I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

D. Deductibles, Self-Insured Retentions, Named Insureds:

Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Consultant shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention, deductible, or payment of any and all costs, losses, related investigations, claim administration and defense expenses.

E. Other Insurance Provisions:

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

1. General Liability and Automobile Liability Coverages

- a. The Contractor shall provide a specific endorsement naming the County and County's officers, officials, employees, and volunteers as insureds regarding: liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; services, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or County's officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County or County's officers, officials, employees, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the County and County's officers, officials, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

3. All Coverages:

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County.

F. Acceptability of Insurers:

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A-:VII.

G. Verification of Coverage:

At the time required for the submittal of executed bonds and signed agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

H. Subcontractors:

Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

I. Insurance Limits Do Not Limit Contractor Liability:

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

2.17 ASSIGNMENT OF CONTRACT. The Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

2.18 EIGHT-HOUR DAY. The time of service of any laborer, workman, or mechanic employed upon any of the work herein specified is limited and restricted to eight (8) hours during any one calendar day, and 40 hours during any one calendar week, except that work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day and not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall forfeit, as a penalty to the owner \$25.00 for each laborer, workman or mechanic employed in the execution of this contract by him or by any subcontractor under him, upon any public work herein specified for each calendar day or week during which any laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the provisions of Article 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, and said sums and amount which shall have been so forfeited pursuant to this paragraph and said provisions of said Labor Code shall be withheld and retained from payment due to the Contractor under this contract, pursuant to this contract and the said terms of said Code; but no sums shall be so withheld, retained, or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by said Board.

2.19 PREVAILING WAGES. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the County of Stanislaus, \$25.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of the contract. The Contractor is required to post a copy of these prevailing wage rates on the job site.

The County will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth as provided herein. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the County on the contract.

2.20 PAYROLLS AND BASIC RECORDS. The Contractor shall meet the requirements of Section 7-1.01A(3), "Payroll Records", of the State of California Standard Specifications. The Contractor shall be responsible for compliance by his subcontractors.

2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 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 invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

2.22 STANDARD SPECIFICATIONS AND CODES. All work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes, which are herein, named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

Stanislaus County Ordinance Code Title 16 (Uniform Building Code,
1991 Edition)

Stanislaus County Ordinance Code Title 16 (Uniform Plumbing Code,
1991 Edition)

Stanislaus County Ordinance Code Title 16 (National Electric Code,
1990 Edition)

Stanislaus County Ordinance Code Title 16 (Uniform Mechanical Code,
1992 Edition)
Standard Specifications of the California Business and Transportation
Agency, Department of Transportation, July, 1992
Stanislaus County Improvement Standards
Title 24 Cal State Building Code

2.23 TAXES. Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

2.24 TIME FOR COMPLETION AND LIQUIDATED DAMAGES. The work to be performed under this contract shall be completed within

"FORTY FIVE (45) WORKING DAYS"

from the date of Notice to Proceed. Should the Contractor fail to complete this contract and the work provided for therein within the fixed time for such completion, the parties hereto agree that it would be impracticable or extremely difficult to fix the actual damage, and therefore agree that the Contractor shall be liable to the Owner and may be assessed by the Owner in the sum of **\$1,000.00 (ONE THOUSAND DOLLARS)** per day for each calendar day this contract is delayed beyond the time of completion above agreed upon by failure of the Contractor to complete the contract as specified. Such payment shall be construed to be liquidated damages by the Contractor in lieu of any other claim for damage because of such delay, and shall not be construed as a penalty.

2.25 PREFERENCES. Price and quality being equal, preference shall be given by the Contractor to Stanislaus County products.

2.26 DEFECTS IN WORK. The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

2.27 DEVIATION FROM PLANS AND SPECIFICATIONS. No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade or replaced. In the event that the work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

2.28 BRANDS. Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the

name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that bidders may furnish any equal material, product, thing or service. The successful bidder shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

2.29 NEW MATERIALS. All materials used in the work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the work. All work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

2.30 ABANDONMENT OF WORK. Should the Contractor abandon the work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, or performs the work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

2.31 OCCUPANCY OF BUILDING. The Owner reserves the right to occupy or use any part or parts or the entirety of the building or project upon which the work is to be performed during the performance of the work. The exercising of this right shall in no way constitute an acceptance of such part or parts of the work, nor shall it in any way effect the date and time when the work is to be completed, nor shall it in any way prejudice the Owner's rights in the Contractor any bond guaranteeing the same; this contract is to be deemed completed only when all of the work contracted for shall be duly and properly performed and accepted by the Board.

2.32 EXTENSION OF TIME. If it appears to the Contractor that he will not complete the work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

2.33 SUSPENSION OF WORK. Should the Owner, for any cause, authorize a suspension of work, the time of such suspension will be added to the time allowed for completion. Suspension of work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the work as above required.

2.34 JUSTIFIABLE DELAYS. The Contractor shall not be held responsible for delays in the completion of the work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.31 of these General Conditions, and if the Board finds that such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the work completed and let a new contract for the completion of the remainder of the work herein specified.

2.35 PATENTS AND ROYALTIES. If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

2.36 EXAMINATION OF SITE. The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

2.37 DAMAGE TO OTHERS. The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

2.38 SURVEYS AND GRADES. The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set supplemental posts for detailed construction needs.

2.39 SHOP DRAWINGS. The Contractor shall furnish two (2) copies of shop drawings for all steel, miscellaneous iron, electrical and sheet metal work at such time as to cause no delay in his own or other person's work. The Engineer shall, with reasonable promptness, check the drawings, making corrections, and return them for fabrication; two (2) copies of the corrected drawings used for fabrication shall be returned to the Engineer. The drawings shall not relieve the Contractor from any errors made in fabrication or deviation from original plans and specifications unless such deviation has been specifically permitted in writing by the Director of the Department of Public Works.

2.40 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. The Director of Public Works shall decide all questions arising under this article.

2.41 CHANGES IN WORK. The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the project.

The value of such extra work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance in a lump sum;
- B. By unit prices named in the contract or subsequently agreed upon;
- C. By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of work required by that change order. Furthermore, the amount agreed upon as the value of extra work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature

whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of Contractor for delays occasioned by or in any way arising out of stoppage of the work, coordination of the work with others, or processing of that change order.

2.42 CLEANING UP. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors, as the authorized representative shall deem just.

2.43 SUPERVISION. The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

2.44 APPRENTICESHIP STANDARDS. This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- A. When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the 90 days prior to the request for certificate; or
- B. When the number of apprentices in training in the area exceeds a ratio of one to five; or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- D. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

2.45 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S. C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700) or Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

2.46 EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the County.

2.47 HANDICAPPED NON-DISCRIMINATION. This project is subject to Section 504 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 794), and all requirements imposed by the applicable office of Revenue Sharing Regulations (31CFR Part 51) and all guidelines and interpretations issued thereto. In this regard, the County and all of its contractors and subcontractors will take all reasonable steps to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.48 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation:

- A. The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.
- B. For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

2.49 CONTRACTS WHICH INVOLVE DIGGING TRENCHES OR EXCAVATIONS.

Note the required language in Public Contract Code Section 7104 concerning contracts, which involve digging trenches or excavations;

Any public works contract of a local public entity, which involves digging trenches or other excavations that extend deeper than four feet below the surface, shall contain a clause, which provides the following:

- A. That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- B. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- C. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

2.50 ARBITRATION The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

2.51 NOTICE OF POTENTIAL CLAIM Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

9-1.04 Notice of Potential Claim The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a

prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

2.52 FINAL PAYMENT AND CLAIMS Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

9-1.07B Final Payment and Claims.--After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the

thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

(Name)

(Title)

(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated _____
/s/ _____

Subscribed and sworn before me this _____ day
Of _____

Notary Public
My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

2.53 SUPPLEMENTAL WORK A "Supplemental Work" item may be included in the contract to cover modifications to the work necessitated by field conditions. The amount of expenditure under this item may vary from zero to the total amount of the item. This amount may constitute the sum of several modifications. The engineer will notify the Contractor in writing when portion of the work being performed will be paid for under this item.

SECTION 3 MATERIALS

3-1.01 ACCEPTANCE TESTING Acceptance testing shall be conducted in accordance with the Stanislaus County Public Works Quality Assurance Program. A copy of the Quality Assurance Program is available from the Stanislaus County Public Works Department, 1716 Morgan Road, Modesto CA, 95358.

3-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time.

Said listing of approved prequalified and tested signing and delineation materials and products cover the following:

MATERIALS and PRODUCTS

- Temporary pavement markers
- Striping and pavement marking tape
- Pavement markers, reflective and non-reflective
- Flexible Class 1 delineators and channelizers
- Railing and barrier delineators
- Sign sheeting and base materials
- Reflective sheeting for barricades
- Reflective sheeting for channelizers
- Reflective sheeting for markers and delineators
- Reflective sheeting for traffic cone sleeves

None of the above listed signing and delineation materials and products shall be used in the work unless such material or product is listed on the Department's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

The following is a listing of approved prequalified and tested signing and delineation materials and products:

PAVEMENT MARKERS, PERMANENT TYPE

Reflective pavement markers

Apex (4x4)
Ray-O-Lite, Models SS, RS, and AA (4x4)
Stimsonite 88 (4x4)

Reflective pavement markers with abrasion resistant surface

Stimsonite 911 (4x4)
Stimsonite 944 SB (2x4) - formerly model 947
Stimsonite 948 (2.3x4.7)

Non-reflective pavement markers for use with epoxy or bituminous adhesive

Apex Universal, Ceramic
Ferro Corporation, Permark (ceramic)
Highway Ceramics Inc., Ceramic
Safety Signs Inc. "Safety Dot" Model SD4 (Polyester)
Traffic Control Signs Co., Titan, TM40W/Y (Polyester)

Non-reflective pavement markers for use with only bituminous adhesive

Edco, Models A 1107 and AY 1108 (ABS)
Valterra Products - P20-2000W and P20-2001Y (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary pavement markers for long term day/night use (6 months or less)

Astro Optics Model TPM (4x4)
Flex-O-Lite Model RCM (4x4)
Stimsonite 66 (4x4)
Stimsonite 66GB (Grabber Bottom) (4x4)
Swareflex 3557/3558 (4x4)

Temporary pavement markers for short term day/night use (14 days or less)

Astro Optics Model TPM (4x4)
Davidson T.O.M. (Flexible)
Flex-O-Lite Model (RCM) (4x4)
Stimsonite Model 66 (4x4)
Stimsonite 66GB (Grabber Bottom) (4x4)
Swareflex Model 3002/3004 (4x4)
Swareflex Model 3557/3558 (4x4)
Valterra Products 1280/1281 Series (Flexible) with Reflexite
PC-1000 Sheeting
3M Scotch-Lane A200 Pavement Marking System

Temporary pavement markers for short term day/night use (14 days and less) at seal coat locations

Davidson T.R.P.M. with Reflexite PC-1000 Sheeting
Valterra Products - 1280/1281 Series with Reflexite PC-1000 Sheeting

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent traffic striping and pavement marking tape

Brite-Line Series 1000
Swarco Industries "Director"
3M Stamark Brand Pliant Polymer Grade Series 350, 380, A420, A440, and 5730
3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low volume roadways only)

Temporary removable construction grade striping and pavement marking tape

Advanced Traffic Marking ATM Series 200
Brite-Line Series 100
3M Stamark Brand, Detour Grade, Series 5710
Swarco Industries "Director 2"

Temporary non-removable construction grade striping tape

Swarco Industries "Visa-Line"
3M Scotch Lane Brand Construction Grade, Series 5160/5161 and 5360/5361

CLASS 1 DELINEATORS

One-piece drivable flexible type (48")
All West Plastics "Flexi-Guide 400"
Carsonite Curve-Flex CFRM-400
Carsonite Roadmarker CRM-375
FlexStake H-D
Polyform, Inc., "Vista-Flex"

CHANNELIZERS

Surface mount Type (36")

Carsonite "Survivor" Model SMD-353
Carsonite "Super Duck" (Flat SDF-436)(Round SDR-336)
Carsonite Super Duck II "The Channelizer"
FlexStake Surface Mount H-D
The Line Connection "Dura-Post"
Repo Models 300 and 400
Safe-Hit Guide Post with glue down base (SH236SMA)

TYPE "K" SERIES OBJECT MARKER (18")

Carsonite Models SMD 615 and SMD 615-A
Repo Models 300 and 400
Safe-Hit Model SH718SMA

TYPE "K-4" OBJECT MARKER, (24")

Carsonite Super Duck II
The Line Connection "Dura-Post"

Repo Models 300 and 400
Safe-Hit

**REFLECTIVE SHEETING FOR CHANNELIZERS, MARKERS, AND
DELINEATORS**

3M High Intensity
Reflexite PC 1000 (Metalized Polycarbonate)
Reflexite AP-1000 (Metalized Polyester)
Seibulite ULG (Ultralite Grade)

REFLECTIVE SHEETING FOR BARRICADES

Type II Reflective Sign Sheeting
American Decal Adcolite
Avery - Fasson 1500/1600
Seibulite EG
3M - Scotchlite

REFLECTIVE SHEETING FOR TRAFFIC CONE SLEEVES

Reflexite Vinyl

SIGNING MATERIALS

Reflective Sign

Sheeting, Type IIIA (High Performance)
Seibulite Brand "Ultralite" Series 700 and 800
3M High Intensity

Reflective Sign Sheeting, Type IV

Reflexite Vinyl (Roll-Up)

Sign Substrate for construction area signs

Aluminum
Fiberglass Reinforced Plastic (FRP)
Sequentia ("Polyplate")

SECTION 4 CONSTRUCTION DETAILS

4-1.01 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.

Attention is directed to "Shoulder Backing", of these Special Provisions and the requirement for C-17 and C-31 signs adjacent to uncompleted shoulder backing.

The Contractor shall balance cut and fill for the notching and shoulder backing within the existing right of way, as directed by the Engineer, prior to import of any shoulder backing material or asphalt concrete overlay. Approximately 75% of imported material shown on the plans shall be placed prior to asphalt concrete overlay with 25% being placed subsequent to paving.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these Special Provisions.

Asphalt paving operations shall be confined to daylight hours.

Pavement delineation shall be replaced on the same alignment and location unless otherwise shown on the plans or directed by the Engineer.

The number of monument wells to be constructed or replaced was estimated from Record of Survey maps. These maps are available for review in our office at 1716 Morgan Road, Modesto, CA, 95358. The same maps will be provided to the Contractor at the pre-job meeting.

Swing ties and record maps, used in determining the number of monuments wells to be constructed, will be provided the Contactor at the pre-construction meeting. The Contactor shall find and verify monuments and tie off before the overlay. Monument location may not be readily apparent from surface features.

The Notice to proceed and start of construction will be coordinated with the Engineer.

4-1.02 COOPERATION Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these Special Provisions.

4-1.03 PROGRESS SCHEDULE. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

The first paragraph of Section 8-1.04, "Progress Schedules," of the Standard Specifications is amended to read as follows:

A tentative progress schedule shall be submitted at the pre-construction meeting and a revised progress schedule prior to the start of work. An approval of the revised progress schedule shall be obtained prior to the beginning of work. When requested, the Contractor shall submit to the Engineer a revised progress schedule within five (5) calendar days.

The third paragraph of Section 8-1.04, "Progress Schedules," of the Standard Specifications is amended to read as follows:

The progress schedule shall include as a minimum each bid item as an activity and shall show the order in which the Contractor proposes to carry out the work. The progress schedule shall include dates on which he will start the various activities of work (including dirt work, resurfacing, intersection work and plant or multiplant scheduling), estimated days delivery rate in tons/hour, and the date for completing the said activities. The schedule shall outline the proposed critical path.

Full compensation for providing progress schedules as required shall be considered as included in the prices paid for the various items of work, and no separate payment will be made therefore.

4.1.04 PRESERVATION OF PROPERTY. Attention is directed to the provisions in Section 7-1.11, "Preservation of Property," of the Standard Specifications and these Special Provisions.

Existing trees, shrubs and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 20-4.07, "Replacement," of the Standard Specifications and the following:

The minimum size of tree replacement shall be 12-inch box and the minimum size of shrub replacement shall be five-gallon. Replacement ground cover plants shall be from flats and shall be planted 12 inches on center. Replacement of Carpobrotus ground cover plants shall be from cuttings and shall be planted 12 inches on center.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. Such chipped material shall be spread within the highway right of way at locations designated by the Engineer.

4.1.05 OBSTRUCTIONS. Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two 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:

<u>NOTIFICATION CENTER</u>	<u>TELEPHONE NUMBER</u>
Underground Service Alert-Northern California (USA)	1-800-642-2444
Underground Service Alert-Southern California (USA)	1-800-422-4133
South Shore Utility Coordinating Council (DIGS)	1-800-541-3447
Western Utilities Underground Alert, Inc.	1-800-424-3447

4-1.06 NOTIFICATION OF RESIDENTS AND TENANTS. Residents and tenants shall be given written notification by the contractor a minimum of five days prior to overlay. Posting of "No Parking" shall be completed by the Contractor for the residential and business/Industrial areas a minimum of five days prior to overlay.

4-1.07 CONSTRUCTION AREA SIGNS. Construction Area Signs 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 and these Special Provisions.

The C18 Sign shall meet the State of California Department of Transportation standards and be of standard size, 48"x48". The C13 Sign shall meet the State of California Department of Transportation Standards and be of standard size, 24" by 60".

Install C18 "ROAD CONSTRUCTION AHEAD" and C13 "END CONSTRUCTION" signs 500 feet in advance of construction site. Install C18 Sign 100 feet in advance of construction on side street approaches.

Type IV Reflective Sheeting for sign panels for portable construction area signs shall conform to the requirements specified under "Prequalified and Tested Signs and Delineation Materials" elsewhere in these Special Provisions.

Full compensation for furnishing, placing, and removing construction area signs, no parking signs, and the written notification of residents and tenants shall be considered as included in the contract price paid for in Traffic Control, and no additional compensation will be allowed therefore.

4-1.08 MAINTAINING TRAFFIC. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these Special Provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

The minimum size specified for Type II flashing arrow signs in the table following the second paragraph of Section 12-3.03, "Flashing Arrow Signs," of the Standard Specifications is amended to read "36 inches by 72 inches".

In the Standard Plans, Note 10 on Standard Plan T10, Note 9 on Standard Plan T10A, Note 5 on Standard Plan T11, Note 6 on Standard Plan T12, Note 5 on Standard Plan T13, and Note 4 on Standard Plan T14 are revised to read:

All traffic cones used for night lane closures shall have reflective cone sleeves as specified in the specifications.

During the hours of darkness traffic cones shall be affixed with reflective cone sleeves. The reflective sheeting of sleeves on the traffic cones shall be visible at 1,000 feet at night under illumination of legal high beam headlights, by persons with vision of or corrected to 20/20.

Reflective cone sleeves shall conform to the following:

1. Removable flexible reflective cone sleeves shall be fabricated from the reflective sheeting specified in the special provisions, have a minimum height of 13 inches and shall be placed a maximum of three inches from the top of the cone. The sleeves shall not be in place during daylight hours.
2. Permanently affixed semitransparent reflective cone sleeves shall be fabricated from the semitransparent reflective sheeting specified in the Special Provisions, have a minimum height of 13 inches, and shall be placed a maximum of three inches from the top of the cone. Traffic cones with semitransparent reflective cone sleeves may be used during daylight hours.
3. Permanently affixed double band reflective cone sleeves shall have two white reflective bands. The top band shall be six inches in height, placed a maximum of four inches from the top of the cone. The lower band shall be four inches in height, placed two inches below the bottom of the top band. Traffic cones with double band reflective cone sleeves may be used during daylight hours.

The type of reflective cone sleeve used shall be at the option of the Contractor. Only one type of reflective cone sleeve shall be used on the project.

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

Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least five days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within six feet of a traffic lane, the shoulder area shall be closed with fluorescent 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 nine cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

4-1.09 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE. A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these special provisions and these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," 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 type lane closures. During all other operations traffic shall be controlled with stationary type lane closures. The Contractor's 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 any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

STATIONARY TYPE LANE CLOSURE. When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

One-way traffic shall be controlled through the project in accordance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways," and these Special Provisions.

MOVING TYPE LANE CLOSURE. Flashing arrow signs used in moving lane closures shall be truck-mounted. Flashing arrow signs shall be in the caution display mode when used on two-lane highways. Changeable message signs used in moving lane closure operations shall conform to 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.

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

(1)

Hexfoam TMA Series 3000 and
Alpha 1000 TMA Series 1000 and
Alpha 2001 TMA Series 2001

Manufacturer:

Distributor(Northern):

Energy Absorption Systems, Inc. Traffic Control Service, Inc.

One East Wacker Drive
Chicago, IL 60601-2076
Telephone (312) 467-6750

8585 Thys Court
Sacramento, CA 95828
Telephone (800) 884-8274
FAX (916) 387-9734

Distributor(Southern):

Traffic Control Service, Inc.
1881 Betmor Lane
Anaheim, CA 92805
Telephone (800) 222-8274

(2)

Cal T-001 Model 2 or Model 3

Manufacturer:

Distributor:

Hexcel Corporation
11711 Dublin Blvd.
P.O. Box 2312
Dublin, CA 94568
Telephone (510) 828-4200

Hexcel Corporation
11711 Dublin Blvd.
P.O. Box 2312
Dublin, CA 94568
Telephone (510) 828-4200

(3)

Renco Rengard Model Nos.
CAM 8-815 and RAM 8-815

Manufacturer:

Distributor:

Renco Inc. Renco Inc.
1582 Pflugerville Loop Road 1582 Pflugerville Loop Road
P.O. Box 730 P.O. Box 730
Pflugerville, TX 78660-0730 Pflugerville, TX 78660-0730
Telephone (800) 654-8182 Telephone (800) 654-8182

Each TMCC shall be individually identified with the manufacturer's name, address, TMCC 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 TMCC shall have a message next to the name and model number in 1/2 inch high letters which states, "The bottom of this TMCC shall be _____ inches \pm _____ inches above the ground at all points for proper impact performance." Any TMCC, 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 TMCCs supplied under this contract need recertification. The manufacturer to meet the requirements for TMCCs in accordance with the standards

established by the Transportation Laboratory Structures Research Section shall certify each unit

Approvals for new TMCC designs proposed as equal to the above approved models shall be in accordance with the procedures (including crash testing), established by the Transportation Laboratory Structures Research Section. For information regarding submittal of new designs for evaluation contact:

Transportation Laboratory
Structures Research Section
P.O. Box 19128
5900 Folsom Boulevard
Sacramento, CA 95819

New TMCCs proposed as equal to approved TMCCs or approved TMCCs determined by the Engineer to need desertification shall not be used until approved or recertified by the Transportation Laboratory Structures Research Section.

PAYMENT. The contract lump sum price paid for traffic control shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment 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, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of traffic control. Adjustments in compensation for traffic control 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. Such 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 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.

TEMPORARY PAVEMENT DELINEATION. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance 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 to reduce the minimum standards specified in the

Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

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

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

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

TEMPORARY LANELINE AND CENTERLINE DELINEATION. Whenever lane lines and centerlines are obliterated the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised 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 (six months or less) in "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

Temporary reflective raised pavement markers shall be placed in accordance 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 lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation and pavement marking is not placed within the 14 days, the Contractor shall provide, at his expense additional temporary pavement delineation and pavement marking. The additional temporary pavement delineation and pavement marking to be provided shall be equivalent to the pattern specified for the permanent pavement delineation and pavement marking for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 "ROAD CONSTRUCTION AHEAD" or "C23 "ROAD WORK AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R63 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000 foot interval within "no passing" zones shall conform to the requirements in "Construction Area signs" of these Special Provisions, except for payment.

Full compensation for furnishing, placing, and maintaining, the temporary reflective raised pavement markers and temporary pavement markings; shall be considered as included in the contract prices paid for the items of work that obliterated the pavement markings or lane line and centerline pavement delineation. and no separate payment will be made therefore.

4-1.10 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.

4-1.10A REMOVE PAVEMENT MARKERS. Existing pavement markers, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of.

Full compensation for removing and disposing of pavement markers shall be considered as included in the contract price paid per ton for asphalt concrete (Type A), and no separate payment will be made therefore.

Blue reflective pavement markers for fire hydrant location shall be removed and disposed of. They shall be replaced on the same alignment and location following the AC overlay.

Full compensation for removing and replacement of blue reflective pavement markers for fire hydrant location shall be considered as included in the contract price paid per ton for asphalt concrete (Type A) and no separate payment will be made therefore.

4-1.10B REMOVE TRAFFIC STRIPES AND PAVEMENT MARKINGS. All existing thermoplastic stripes and markings within the area to be resurfaced are to be removed.

Where blast cleaning is used for the removal of thermoplastic traffic stripes and pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surfacing being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these Special Provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Full compensation for removal of all thermoplastic stripes and markings within the project area shall be considered as included in the unit price per ton for Asphalt Concrete (Type A), and no additional compensation will be allowed therefore.

The estimated quantity in the engineer's estimate for "Extruded Thermoplastic Pavement Marking" is approximately the amount of thermoplastic marking and striping existing to be removed.

4-1.10C THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS. Thermoplastic traffic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84-1, "General", and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions.

The State Specifications No. for glass beads in Section 84-2.02, "Materials", of the Standard Specifications is amended to read "8010-21C-22 (Type II)

Traffic stripes and pavement markings shall be replaced on the same alignment and location unless indicated otherwise on the plans or directed by the Engineer.

Thermoplastic material for traffic stripes shall be applied by extrusion methods in a single uniform layer with a minimum thickness of .070-inch.

The centerline stripe shall be located as near to the center of the total pavement width as possible and still achieve straight lines and arcs unless otherwise directed by the Engineer.

4-1.10D PAVEMENT MARKERS. Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Standard Specifications and these Special Provisions.

The second paragraph in Section 85-1.02, "Type of Markers", of the Standard Specifications shall not apply.

Certificate of Compliance shall be furnished for pavement markers as specified in "Prequalified and Tested Signing and Delineation Materials", elsewhere in these Special Provisions.

Attention is directed to "Traffic Control System for Lane Closure", elsewhere in these Special Provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

When construction is complete the mailboxes shall be installed in final position on new redwood posts.

Redwood posts shall conform to the requirements for sign posts in Section 56-2.02B, "Wood Posts," of the Standard Specifications.

The space around the posts shall be back filled with earthy material. The backfill material shall be placed in layers approximately 0.33-foot thick and each layer shall be moistened and thoroughly compacted.

Existing posts and mounts shall be disposed of. Newspaper boxes on individual posts will be considered as mailboxes.

Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts, and no separate payment will be made therefore.

4-1.10E RESET MAILBOXES. During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the Engineer.

4-1.10F ADJUST FRAMES AND COVERS AND FRAMES AND GRATES TO GRADE. Frames and covers and frames and grates of existing manholes, inlets, monument well covers, or other facilities shall be adjusted to grade in accordance with the provisions in Section 15-2.05, "Reconstruction", of the Standard Specifications and these Special Provisions.

Utility frames and covers to be adjusted to grade under this contract shall be brought up to grade within seven days of being covered by resurfacing.

The requirement to raise frames and covers within seven days of overlay shall not apply to survey monuments; Special Provision 10-1.21 shall apply to monuments.

4-1.10E COLD PLANE ASPHALT CONCRETE PAVEMENT. 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 planning method. The heater planning method will not be allowed for planing of the asphalt concrete pavement.

Cold Planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operations.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed 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 planning shall be carried around the corners and through the conform lines. Following planning operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

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

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surface. Such removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

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

The material planed from the roadway surface shall be removed and disposed of in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Cold Plan asphalt concrete pavement will be measured by the square yard for the depth (maximum) designated in the Engineer's Estimate. The quantity to be paid for will be the actual area of the surface cold planed for the depth (maximum) designated in the Engineer's Estimate, irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square year for cold plane asphalt concrete pavement of the depth (maximum) designated in the Engineer's Estimated shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planning asphalt concrete surfacing and disposing of planed material including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these Special Provisions and as directed by the Engineer.

4-1.11 CLEARING AND GRUBBING. Clearing and grubbing shall conform to the provisions in Section 16 "Clearing and Grubbing", of the Standard Specifications and these Special Provisions.

Vegetation shall be cleared and grubbed only within the road shoulder. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

4-1.12 EARTHWORK. Earthwork shall conform to the provisions in Section 19, "Earthwork", of the Standard Specifications and these Special Provisions.

The requirements in the second paragraph of Section 19-5.03, "Relative Compaction (95 Percent)," of the Standard Specifications shall not apply.

Excavated materials shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Material Outside the Highway Right of Way", of the Standard Specifications.

4.1.13 SHOULDER BACKING. This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing in accordance with the details shown on the plans and these Special Provisions.

Material for shoulder backing shall consist of Class 2 AB.

The areas where shoulder backing is to be constructed shall be cleared of all weeds, grass, and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and removed debris shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

The Contractor shall balance, cut, and fill for the notching and shoulder backing within the existing right of way, as directed by the Engineer, prior to import of any shoulder backing material or asphalt concrete overlay. Approximately 75% of imported material shown on the plans shall be placed prior to asphalt concrete overlay with 25% being placed subsequent to paving.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within five days after completion of that portion of the new surfacing. Prior to

opening a lane, adjacent to uncompleted shoulder backing or to uncompleted road widening, to uncontrolled public traffic, the Contractor shall furnish, place, and maintain 24"x 24" C17, "ROAD WORK SPEED LIMIT 25" and 30"x 30" C-31, Low Shoulder" signs at the edge of pavement each side of the road alternating at ¼ mile interval. A minimum of two signs (one each) will be required for each side of each road between intersections when less than ¼ mile. The C-17 shall be the first sign at the departing side of the intersections. The signs shall be mounted securely on Type II Barricades. This notification shall be placed and maintained by the Contractor until the new edge of pavement is protected with shoulder backing.

Shoulder backing shall be placed and compacted per the Standard Specifications and these Special Provisions.

The contract price for Class 2 AB (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 notch excavation, removing overburden, and furnishing, placing, maintaining, and removing 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.

4-1.14 AGGREGATE BASE. Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

The contract price paid per ton for Class 2 Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, hauling, depositing, and compacting aggregate base for shoulder backing, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

4-1.15 ASPHALT CONCRETE. Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

The last sentence of the first paragraph in Section 39-2.01, "Asphalts," of the Standard Specifications and the fifth, sixth, seventh and eighth paragraphs of Section 39-3.03, "Proportioning," of the Standard Specifications shall not apply.

The second paragraph in Section 39-3.05, "Asphalt Concrete and Asphalt Concrete Base Storage," of the Standard Specifications is amended to read:

Storage silos shall be equipped with a surge-batcher sized to hold a minimum of 4,000 pounds of material. A surge-batcher consists of equipment placed at the top of the storage silo, which catches the continuous delivery of the completed mix and changes it to individual batch delivery and prevents the segregation of product ingredients as the completed mix is placed into storage. The surge-batcher shall be center loading and shall be thermally insulated or heated or thermally insulated and heated to prevent material buildup. Rotary chutes shall not be used as surge-batchers.

The surge-batcher shall be independent and distinct from conveyors or chutes used to collect or direct the completed mixture being discharged into storage silos and shall be the last device to handle the material before it enters

the silo. Multiple storage silos shall be served by an individual surge-batcher for each silo. Material handling shall be free of oblique movement between the highest elevation (conveyor outfall) and subsequent placement in the silo. Discharge gates on surge-batchers shall be automatic in operation and shall discharge only after a minimum of 4,000 pounds of material has been collected and shall close before the last collected material leaves the device. Discharge gate design shall prevent the deflection of material during the opening and closing operation.

Mix Design

The Contractor shall be responsible for submitting an asphalt concrete mix design, that is in compliance with Section 39, "Asphalt Concrete," of the Standard Specifications, and these special provisions, 15 calendar days prior to the beginning of work.

Stanislaus County will only recognize asphalt concrete mix designs from the California Department of Transportation or Krazan & Associates, Inc., Sacramento, California.

The proposed asphalt concrete mix design shall be a current design; dated within 12 months of the notice to proceed.

Upon prior approval of the Engineer, the Contractor may submit, in writing, a job mix formula based on data from actual plant production or recent mix designs from previous jobs using the same mixture.

The amount of asphalt binder to be mixed with the aggregate for Type "A" Asphalt Concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregates furnished by the Contractor in conformance with Section 39-3.03, "Proportioning," of the Standard Specifications.

Aggregate for asphalt concrete dikes shall conform to the 3/8 inch maximum grading as specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method as provided in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

The job mix formula for Type "A" Asphalt Concrete shall be designed with sufficient samples to demonstrate the performance of the mixture having a minimum stabilometer value of 37 (or marshal equivalent) respectively, at design air voids, as determined with ASTM Test Methods D2041 and D1188 or D2726. The actual bitumen content of the mix provided shall not vary by more than +/- 0.3% from the target bitumen content of the respective job mix formula. Should testing of in-place asphalt concrete indicate failure to meet the requirements of this paragraph, its removal and replacement shall be required, unless the Engineer elects that said asphalt may remain in place. If said asphalt does remain in place, the Contractor shall pay to the County \$2.00 per ton for such asphalt concrete. This amount may be deducted from any monies due or that may become due the Contractor under the contract.

Asphalt concrete pavement aggregate shall meet the grading requirements for half inch maximum, medium grading.

The asphalt binder shall be a paving asphalt of Grade AR-4000, unless otherwise specified by the Engineer.

The restriction on the use of multiple asphalt plants shall apply individually to each road identified in the plans. The asphalt for any particular road shall come from one plant only.

The Contractor shall be responsible for providing a revised mix design should the source of aggregate supply change during the project.

Spreading and Compacting Equipment

In addition to the requirements in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline or one end of the screed for full width paving shall be controlled by a ski device not less than 30 feet long in conjunction with a sonar-like technique control to send elevation control signals to the automatic screed controls. The ski device shall meet the manufacturer's original specifications and shall not be bent, leaning, altered, or used other than as specified. The supports of the ski device shall operate freely and shall be properly maintained.

The end of the screed farthest from centerline shall be controlled manually or the other end of the screed for full width paving shall be controlled by a ski device not less than 20 feet long in conjunction with a sonar-like technique control to send elevation control signals to the automatic screed controls.

When paving contiguously with previously place mats, the end of the screed adjacent to the previously place mat shall be controlled by a sensor activated by a ski device not less than 30 feet long that responds to the grade of the previously placed mat. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

When paving full width, a 30-foot minimum ski with controls as specified above shall be used. This will require the use of a front and rear beam and bridge over the screed linking the front and rear beam together as a unit. The rear beam shall have means to prevent scarring of the placed mat.

Should the method, equipment, and/or automatic screed controls furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance of Section 39-6.03, "Compacting", of the Standard Specifications, the paving operations shall be discontinued, and the Contractor shall modify his equipment or furnish substitute equipment.

Equipment, which does not perform satisfactorily in the opinion of the Engineer, shall be disallowed and removed from the site of the work.

Spreading and Compacting

All surfaces to receive asphalt concrete shall be thoroughly cleaned including caked mud and debris to the satisfaction of the Engineer prior to paving. The Contractor shall scrape (as needed), sweep and then wash with pressurized water the roadway no more than 24 hrs

before paving. Full compensation for cleaning the roadway as required by the Engineer shall be considered as included in the prices paid for asphalt concrete, and no additional compensation will be allowed.

Paint binder shall be SS-1 and shall be furnished and applied in conformance with the Provisions set forth in Section 39-4.02 of the Standard Specifications. Paint binder shall be applied at a temperature between 125 degrees F and 150 degrees F.

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

A drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes shall not be greater than 10 feet nor less than five feet. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and along the exposed longitudinal edges between adjacent lanes, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to traffic.

Shoulder conform tapers, as shown on the plans, shall be placed concurrently with the paving of the adjacent lane.

Asphalt concrete surfacing shall be placed on all existing surfacing, including curve widening, chain control lanes, turnouts, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer. Private driveways are to have a minimum two-foot paveouts and are to be placed during mainline paving with the mainline paver screed extended.

Miscellaneous Areas

Miscellaneous areas of asphalt concrete for driveway tapers shall be as detailed on the plans and as directed by the Engineer. Driveway tapers shall be constructed within five days of the overlay at the affected driveway. Estimated tonnage is indicated on the plans. Full compensation for asphalt concrete driveway taper work shall be paid at the contract unit price paid per ton of Asphalt Concrete (Type A), and no separate payment will be allowed therefore.

Level Course / Skin Patch

Leveling course of asphalt concrete in advance of spreading asphalt concrete over an existing base shall be spread over existing roads with a paving machine to produce a uniform smoothness and texture to level irregularities, and to provide a smooth base in order that subsequent layers will be of uniform thickness.

The contract price per ton for Asphalt Concrete (Type A) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work

involved in furnishing, hauling, depositing, and compacting leveling course as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Miscellaneous

The Contractor shall count and tie out utility covers prior to any work in the area. Within five days after completion of the asphalt concrete overlay scheduled for the area the Contractor shall raise the utility covers.

Asphalt trucks or public traffic will not be allowed on the completed mat of asphalt concrete until the mat's temperature at mid depth is less than 160°F. Rutting the new mat by delivery of material shall be avoided.

Paving operations shall be discontinued, at the Engineer's discretion, during periods of precipitation. Asphalt concrete delivered to the site and not placed due to weather conditions shall become the property of the Contractor, and no payment shall be allowed therefore.

4-1.16 PAVEMENT REINFORCING FABRIC. Pavement reinforcing fabric shall conform to the provisions in Section 39-4.03 and Section 88 of the Standard Specifications and these Special Provisions.

Surfaces to receive pavement reinforcing fabric shall be prepared in accordance with the fabric manufacturer's recommendations. The pavement to be repaired shall be free of dirt, water, and vegetation. Before applying binder, cracks greater in width than ¼", spalls, and chuckholes in existing pavement shall be repaired.

Paving asphalt used as a binder for Pavement Reinforcing Fabric shall be AR4000.

All filter fabric for this project shall be ultraviolet ray (UV) protected.

The requirement that UV treated fabrics is submitted to the Transportation Laboratory at least 45 days prior to use shall not apply.

4-1.17 MONUMENTS. Survey monuments wells shall be replaced or constructed as shown on the plans. Survey monuments preservation efforts and well construction shall be under the direction of a California licensed surveyor. Monument wells to be constructed or replaced will be determined by the Engineer. Increases or decreases in quantity greater than 25% will be paid at the contact unit price.

Monument wells shall be cleared of debris and soil so that the top two-inch of the monument is visible.

Where the top of the existing monument is three feet or greater in depth, a two-inch diameter, 24 inches long galvanized pipe with a brass cap identifying the monument shall be placed over the existing monument.

The surveyor shall file a corner record for each monument well constructed or adjusted with the Public Works Department within 30 days of the completion of the project.

Monument well frames, covers, extension, and installation shall be per Stanislaus County Improvement Standard for Monuments Plate 1-E1 and 1-E2.

Monument well frames, covers, extension, and installation shall be per Stanislaus County Improvement Standard for Monuments Plate 1-E1 and 1-E2.

Full compensation for all labor, materials, equipment, and incidentals to meet the conditions of this section, as shown on the plans described herein, shall be considered as included in the unit price paid for each "Construct Survey Monument Well".

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STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

PROJECT PLANS

FOR THE CONSTRUCTION OF

2001 ROAD IMPROVEMENT PROGRAM

IN THE COUNTY OF STANISLAUS

For use in connection with the Standard Specifications and Standard Plans Dated July, 1992 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.



Steven L. Erickson
CIVIL ENGINEER
RCE 54097

4/18/01
DATE

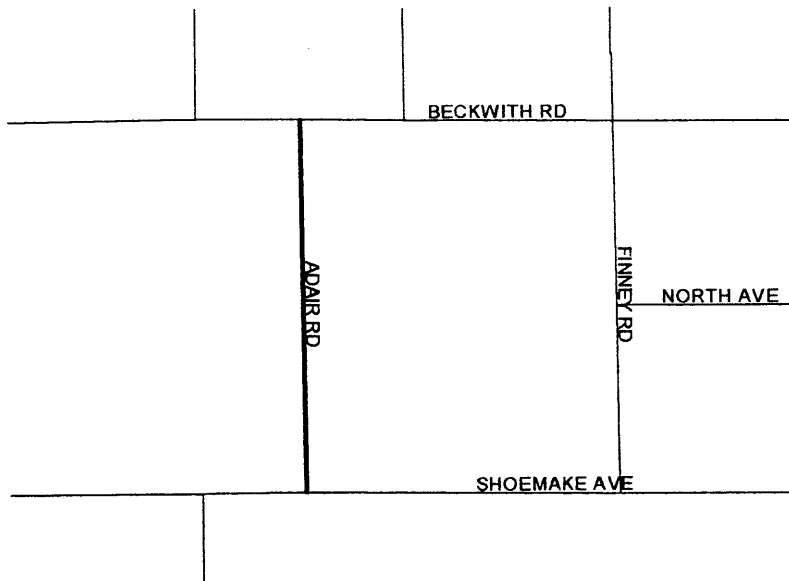
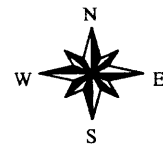
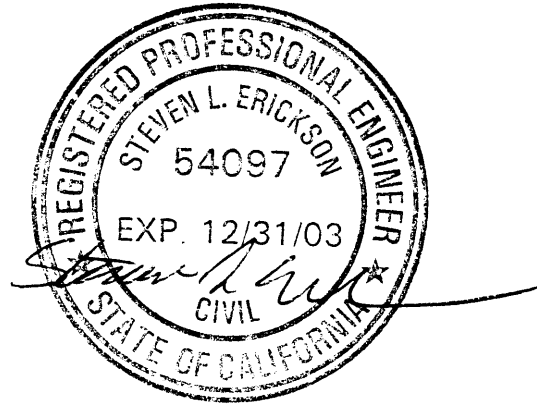
Stanislaus County Department of Public Works
2001 Road Improvement Program

ADAIR ROAD
Beckwith Road to Shoemake Avenue

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	1
Class 2 AB (Shoulder Backing)	Tons	490
Asphalt Concrete (Type A)	Tons	2582
Thermoplastic Striping (Detail 5)	L. F.	4100
Thermoplastic Striping (Detail 18)	L. F.	1100
Thermoplastic Pavement Markings	S. F.	94

Total Length of Road Segment (mi.) = 1.0
Average Width to be Paved (ft.) = 24
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Adair Road from the South side of Beckwith Road to the North side of Shoemake Avenue



Stanislaus County Department of Public Works
2001 Road Improvement Program

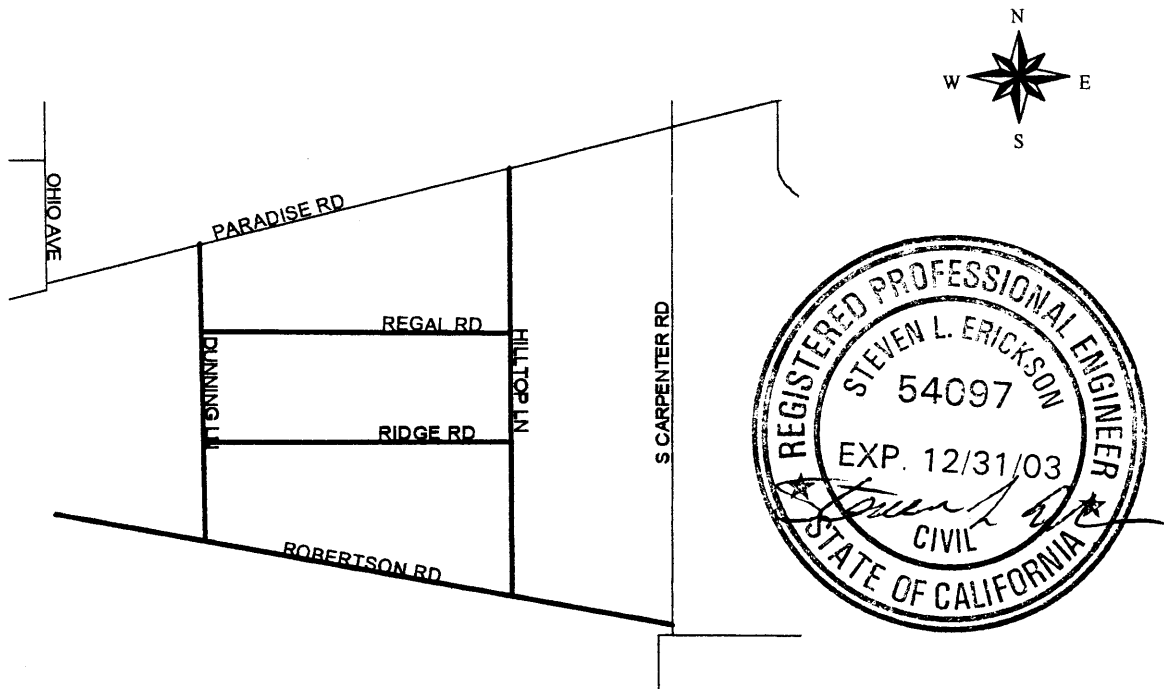
HILL TOP SUBDIVISION

Hill Top Lane, Dunning Lane, Regal Road, Ridge Road, Robertson Road

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	3
Class 2 AB (Shoulder Backing)	Tons	441
Asphalt Concrete (Type A)	Tons	2421
Cold Plane AC (Gutters)	S. Y.	498
Thermoplastic Striping (Detail 24)	L. F.	895
Thermoplastic Pavement Markings	S. F.	513

Total Length of Road Segment (mi.) = .9
Average Width to be Paved (ft.) = 25
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Hill Top Lane and Dunning Lane, from the South side of Paradise Road to the North side of Robertson Road. Regal Road and Ridge Road from Hill top lane to Dunning Lane. Robertson Road from the West side of Carpenter Road go West to the end of Robertson Road. (This includes the intersections of Robertson Road at Hill Top Lane and Dunning Lane).



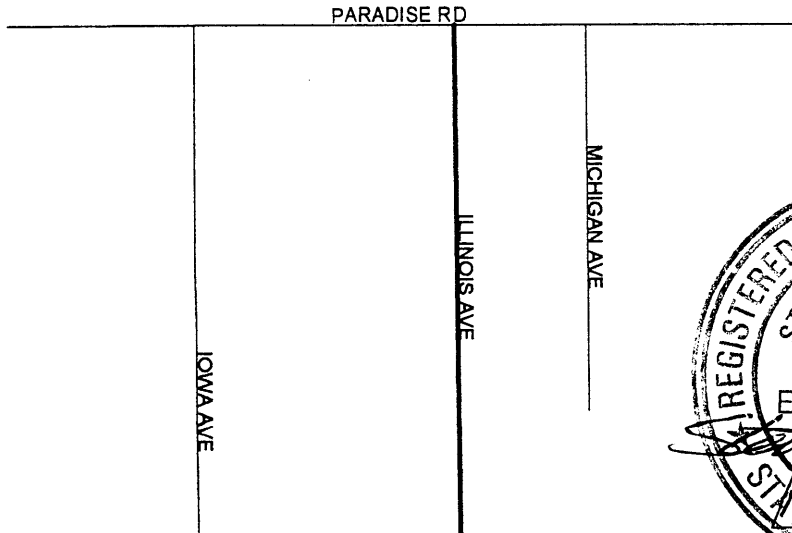
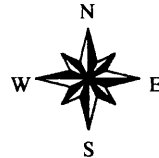
Stanislaus County Department of Public Works
2001 Road Improvement Program

ILLINOIS AVENUE
Paradise Road to End

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	1
Class 2 AB (Shoulder Backing)	Tons	490
Asphalt Concrete (Type A)	Tons	2367
Thermoplastic Striping (Detail 5)	L. F.	4100
Thermoplastic Striping (Detail 18)	L. F.	1100
Thermoplastic Pavement Markings	S. F.	37

Total Length of Road Segment (mi.) = 1.0
Average Width to be Paved (ft.) = 22
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Illinois Avenue from the South side of Paradise Road South to end.



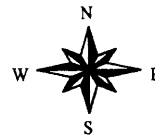
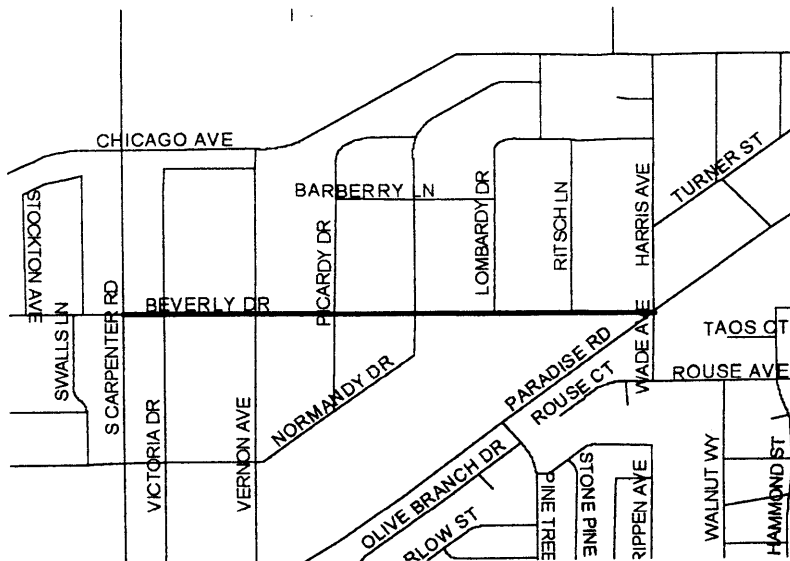
Stanislaus County Department of Public Works
2001 Road Improvement Program

BEVERLY DRIVE
Carpenter Road to Paradise Road

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	6
Construct Survey Monument Well	Each	3
Class 2 AB (Shoulder Backing)	Tons	245
Asphalt Concrete (Type A)	Tons	1399
Thermoplastic Striping (Detail 21)	L. F.	1970
Pavement Marker Striping (Detail 23)	L. F.	430
Thermoplastic Pavement Markings	S. F.	1464

Total Length of Road Segment (mi.) = 0.5
Average Width to be Paved (ft.) = 26
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Beverly Drive from the East side of Carpenter Road to the West side of Paradise Road



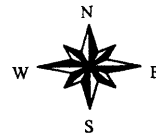
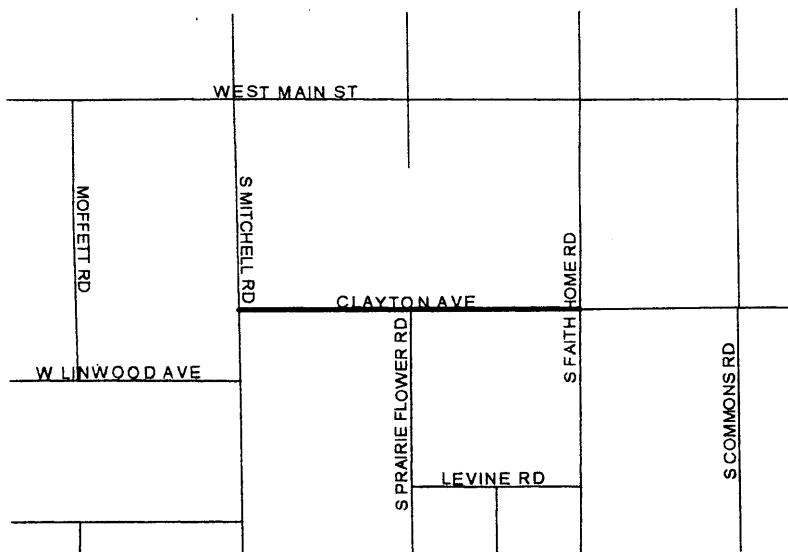
Stanislaus County Department of Public Works
2001 Road Improvement Program

CLAYTON AVENUE
Mitchell Road to Faith Home Road

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	1
Class 2 AB (Shoulder Backing)	Tons	490
Asphalt Concrete (Type A)	Tons	2259
Thermoplastic Striping (Detail 5)	L. F.	2120
Thermoplastic Striping (Detail 18)	L. F.	2750
Thermoplastic Striping (Detail 21)	L. F.	500
Thermoplastic Pavement Markings	S. F.	528

Total Length of Road Segment (mi.) = 1
Average Width to be Paved (ft.) = 21
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Clayton Avenue from the East side of Mitchell Road to the West side of Faith Home Road.



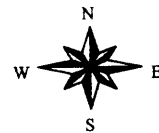
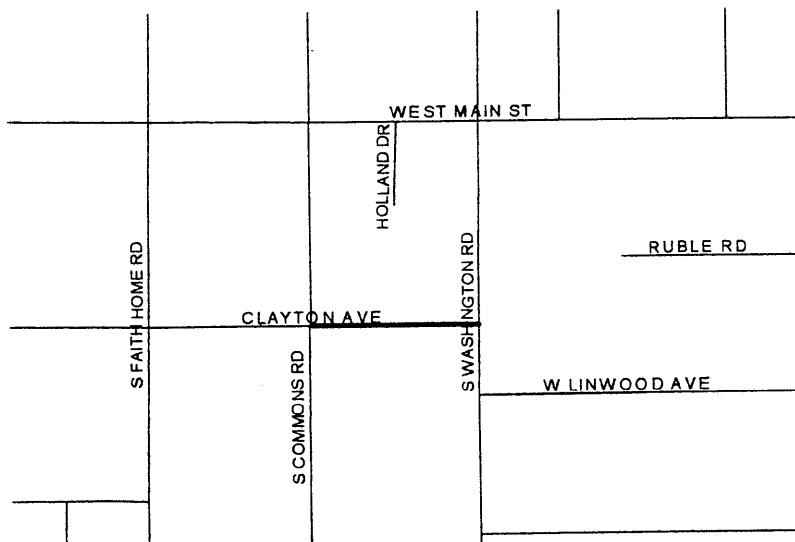
Stanislaus County Department of Public Works
2001 Road Improvement Program

CLAYTON AVENUE
Washington Road to Commons Road

Item Description	Unit	Quantity
Class 2 AB (Shoulder Backing)	Tons	245
Asphalt Concrete (Type A)	Tons	1076
Thermoplastic Striping (Detail 5)	L. F.	1590
Thermoplastic Striping (Detail 18)	L. F.	1100
Thermoplastic Pavement Markings	S. F.	74

Total Length of Road Segment (mi.) = 0.5
Average Width to be Paved (ft.) = 20
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Clayton Avenue from the East side of Commons Road to the West side of Washington Road.



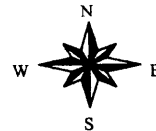
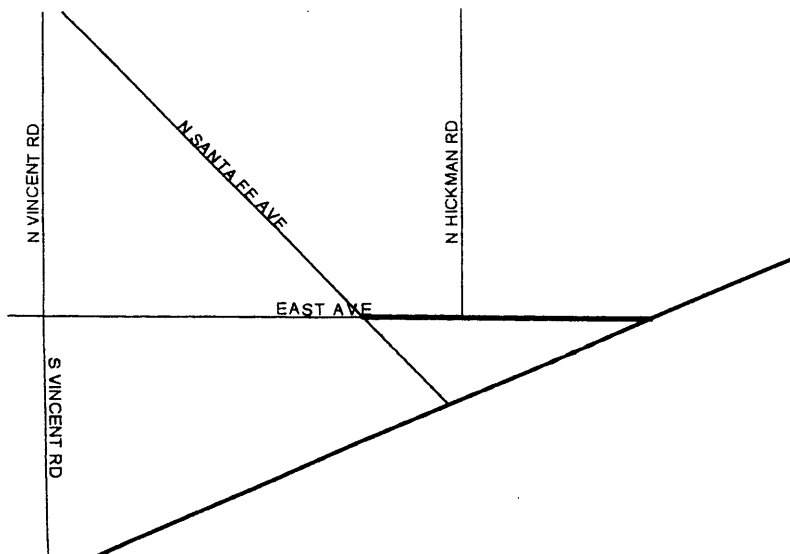
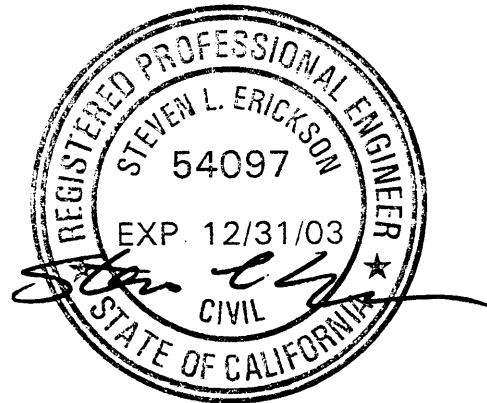
Stanislaus County Department of Public Works
2001 Road Improvement Program

EAST AVENUE
Santa Fe Avenue to Merced County Line

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	2
Class 2 AB (Shoulder Backing)	Tons	343
Asphalt Concrete (Type A)	Tons	1958
Thermoplastic Striping (Detail 6)	L. F.	2000
Thermoplastic Striping (Detail 19)	L. F.	550
Thermoplastic Striping (Detail 22)	L. F.	835
Thermoplastic Pavement Markings	S. F.	142

Total Length of Road Segment (mi.) = 0.7
Average Width to be Paved (ft.) = 26
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: East Avenue From the East side of Santa Fe to Merced County Line, Tying into edge where Merced County overlay stopped.



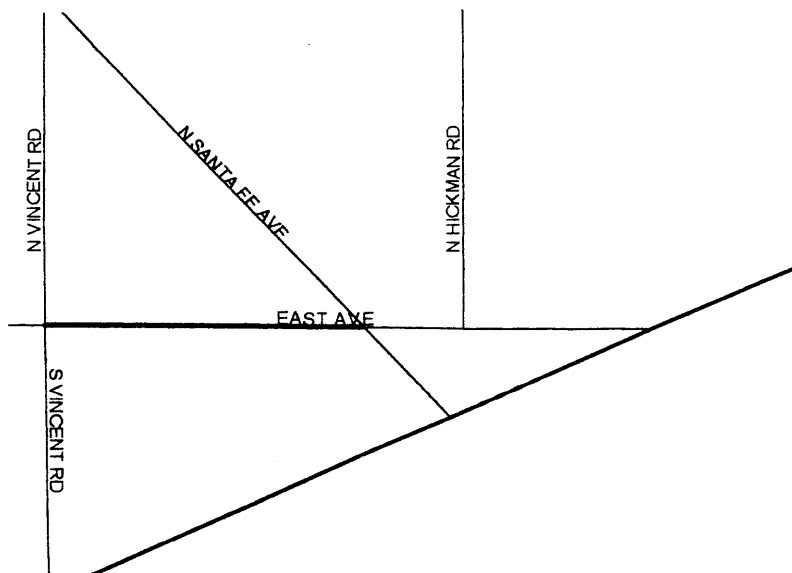
Stanislaus County Department of Public Works
2001 Road Improvement Program

EAST AVENUE
Vincent Road to Santa Fe Avenue

Item Description	Unit	Quantity
Class 2 AB (Shoulder Backing)	Tons	368
Asphalt Concrete (Type A)	Tons	2098
Thermoplastic Striping (Detail 6)	L. F.	2050
Thermoplastic Striping (Detail 19)	L. F.	2150
Thermoplastic Pavement Markings	S. F.	282

Total Length of Road Segment (mi.) = 0.75
Average Width to be Paved (ft.) = 26
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: East Avenue from the East side of Vincent Road to the West side of the Rail Road Right of Way.



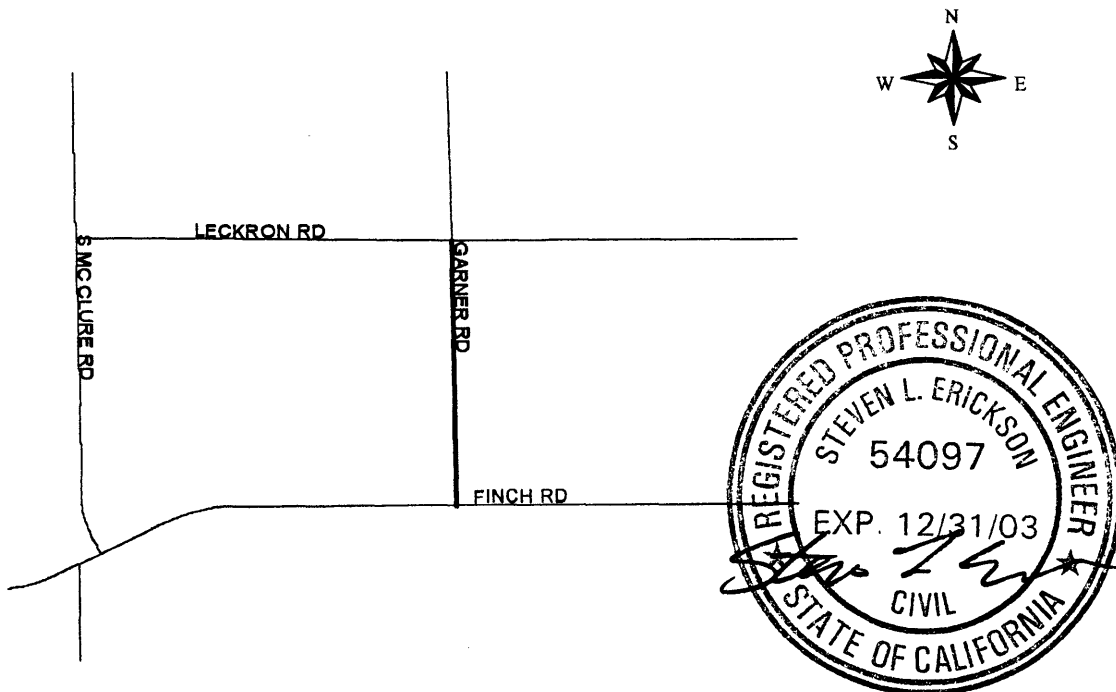
Stanislaus County Department of Public Works
2001 Road Improvement Program

GARNER ROAD
Finch Road to 150 Ft. North of Leckron Road

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	12
Construct Survey Monument Well	Each	1
Asphalt Concrete (Type A)	Tons	2269
Pavement Reinforcing Fabric	S. Y.	10032
Cold Plane AC (Gutters)	S. Y.	2605
Thermoplastic Striping (Detail 22)	L. F.	850
Thermoplastic Striping (Detail 32)	L. F.	1060
Thermoplastic Striping (Detail 38)	L. F.	650
Thermoplastic pavement Markings	S. F.	760

Total Length of Road Segment (mi.) = 0.37
Average Width to be Paved (ft.) = 57
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Garner Road from the North side of Finch Road to 150 feet North of the North side of Leckron Road (inclusive of the Leckron / Garner intersection) tying into existing. Leckron Road is to be overlaid at the intersection of Leckron Road and Garner Road for a length of 50 feet West from the West side of Garner Road and 150 feet East from the East side of Garner Road with both sides tying into existing. Pavement Reinforcing Fabric shall be used on Garner Road only.



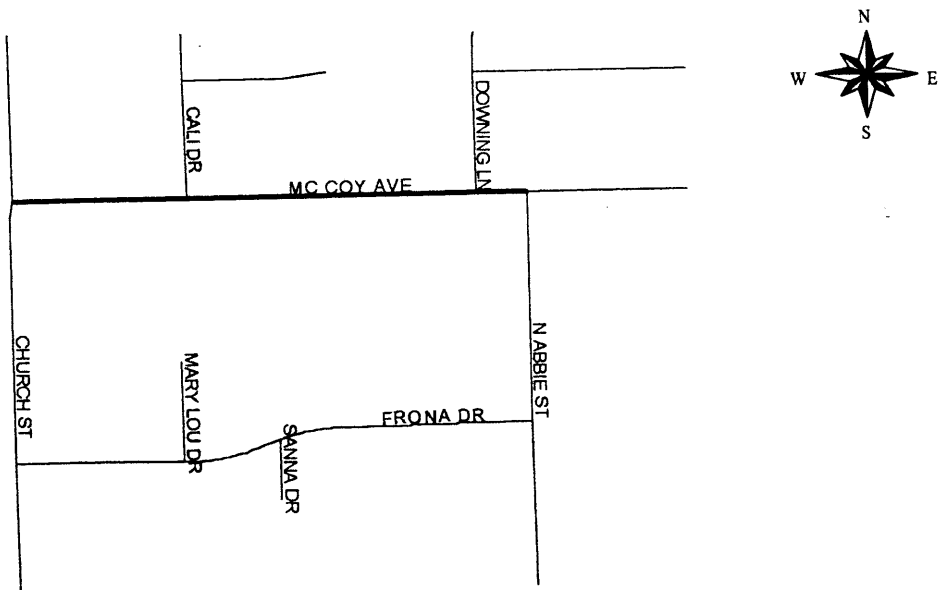
Stanislaus County Department of Public Works
2001 Road Improvement Program

McCOY AVENUE
Church Street to Abbie Street

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	3
Class 2 AB (Shoulder Backing)	Tons	50
Asphalt Concrete (Type A)	Tons	603
Cold Plane AC (Gutters)	S. Y.	704
Thermoplastic Pavement Markings	S. F.	108

Total Length of Road Segment (mi.) = 0.2
Average Width to be Paved (ft.) = 28
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: McCoy road from the East side of Church street to the West side of Abbie Street.



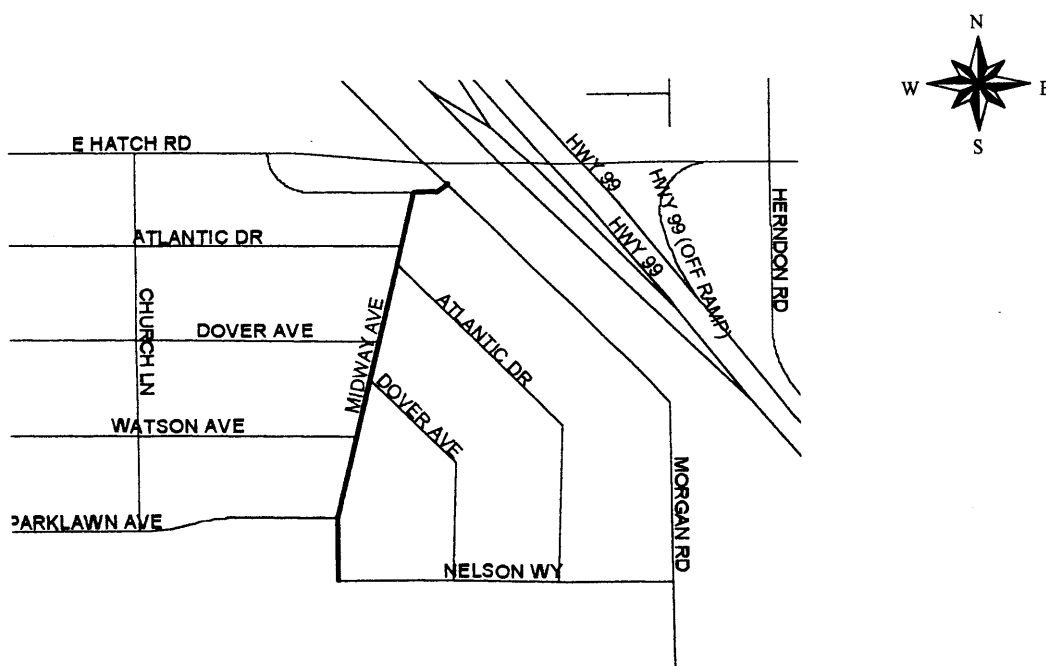
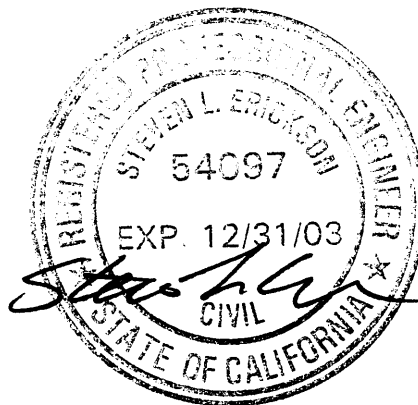
Stanislaus County Department of Public Works
2001 Road Improvement Program

MIDWAY AVENUE
Morgan Road to Nelson Way

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	6
Construct Survey Monument Well	Each	3
Class 2 AB (Shoulder Backing)	Tons	148
Asphalt Concrete (Type A)	Tons	807
Thermoplastic Pavement Markings	S. F.	284

Total Length of Road Segment (mi.) = 0.3
Average Width to be Paved (ft.) = 25
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Midway Avenue from the South side of Morgan Road to the North side of Nelson way.



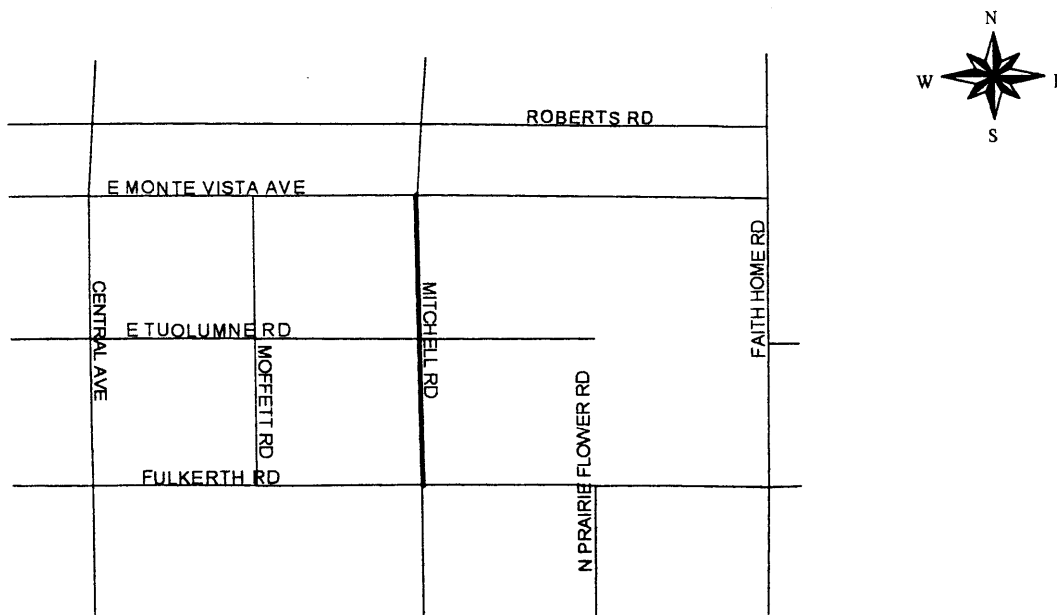
Stanislaus County Department of Public Works
2001 Road Improvement Program

MITCHELL ROAD
Fulkerth Road to Monte Vista Avenue

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	1
Class 2 AB (Shoulder Backing)	Tons	490
Asphalt Concrete (Type A)	Tons	2152
Thermoplastic Striping (Detail 5)	L. F.	2920
Thermoplastic Striping (Detail 18)	L. F.	2200
Thermoplastic Pavement Markings	S. F.	382

Total Length of Road Segment (mi.) = 1
Average Width to be Paved (ft.) = 20
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Mitchell Road from the North side of Fulkerth Road to the South Side of Monte Vista Avenue.



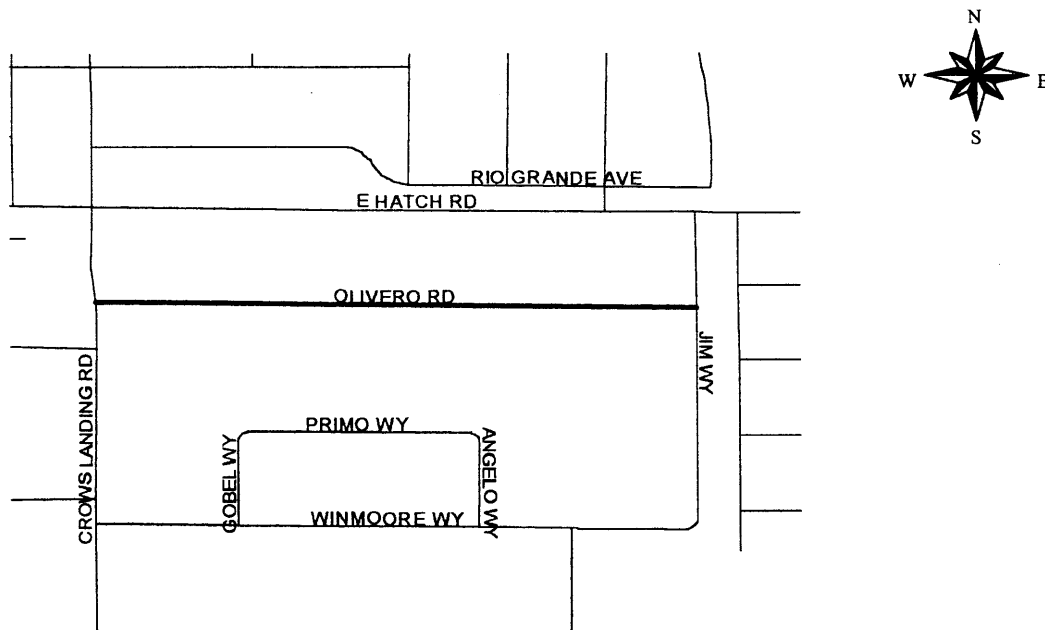
Stanislaus County Department of Public Works
2001 Road Improvement Program

OLIVERO ROAD
Jim Way to Crows Landing Road

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	1
Class 2 AB (Shoulder Backing)	Tons	245
Asphalt Concrete (Type A)	Tons	1345
Cold Plane AC (Gutters)	S. Y.	104
Thermoplastic Striping (Detail 24)	L. F.	2460
Thermoplastic Pavement Markings	S. F.	132

Total Length of Road Segment (mi.) = 0.5
Average Width to be Paved (ft.) = 25
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Olivero Road from the West side of Jim Way to the East side of Crows Landing Road.



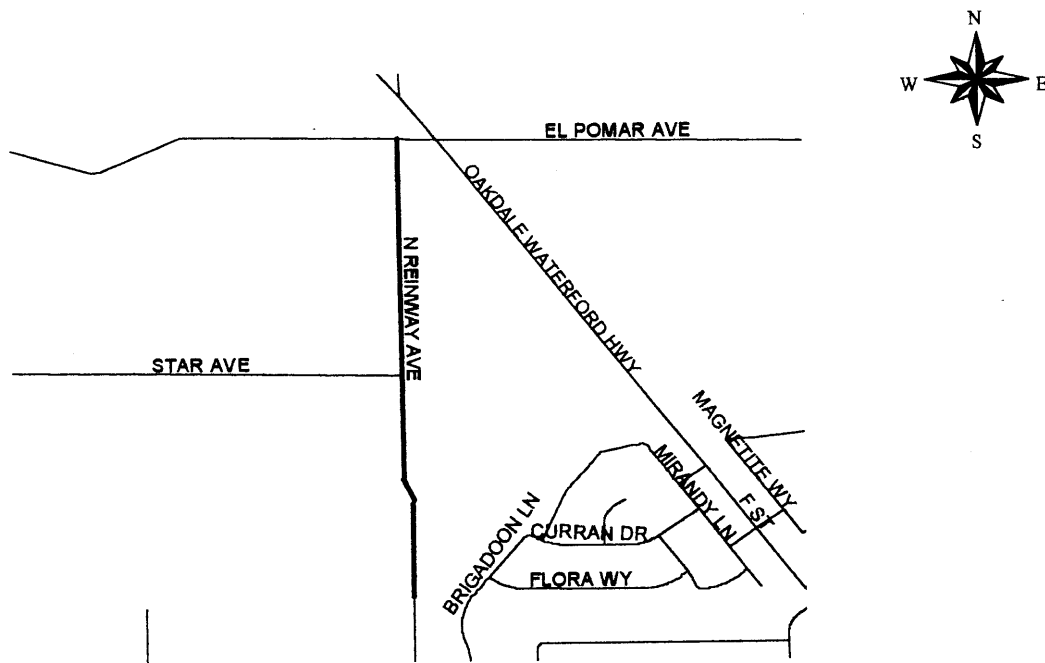
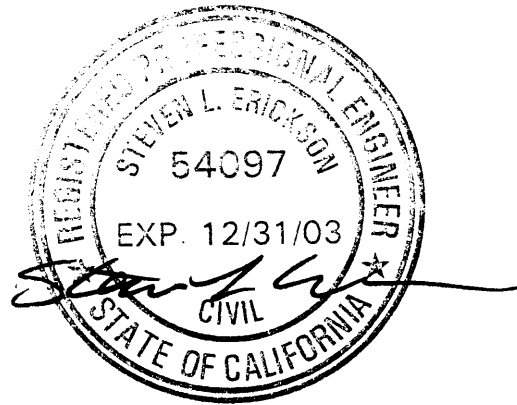
Stanislaus County Department of Public Works
2001 Road Improvement Program

REINWAY AVENUE
El Pomar Avenue to City Limits

Item Description	Unit	Quantity
Class 2 AB (Shoulder Backing)	Tons	245
Asphalt Concrete (Type A)	Tons	1076
Thermoplastic Striping (Detail 5)	L. F.	260
Thermoplastic Striping (Detail 18)	L. F.	1100
Thermoplastic Striping (Detail 21)	L. F.	1035
Thermoplastic Pavement Markings	S. F.	137

Total Length of Road Segment (mi.) = 0.5
Average Width to be Paved (ft.) = 20
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Reinway Avenue from the South side of El Pomar Avenue to the North side of the canal.



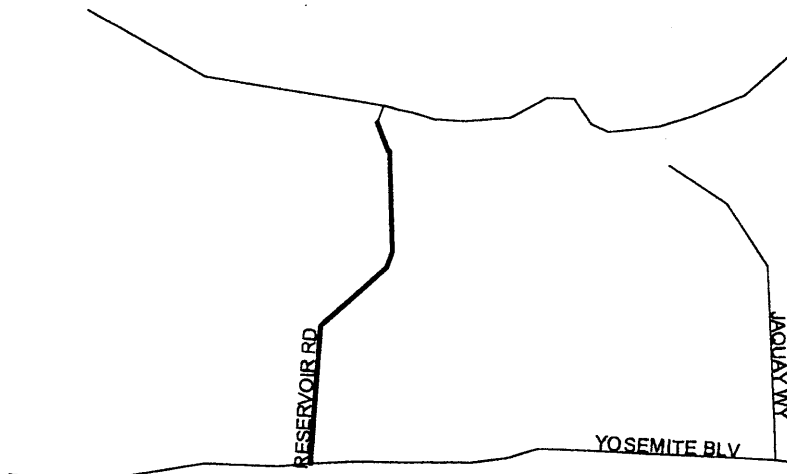
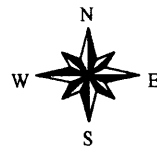
Stanislaus County Department of Public Works
2001 Road Improvement Program

RESERVOIR ROAD
Yosemite Blvd. To Canal Bridge

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	5
Class 2 AB (Shoulder Backing)	Tons	294
Asphalt Concrete (Type A)	Tons	1549
Thermoplastic Striping (Detail 21)	L. F.	3100
Thermoplastic Striping (Detail 28)	L. F.	390
Thermoplastic Striping (Detail 38)	L. F.	50
Thermoplastic Pavement Markings	S. F.	251

Total Length of Road Segment (mi.) = 0.6
Average Width to be Paved (ft.) = 24
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Reservoir Road from the North Right of Way line of Yosemite Blvd. to and through the Guard shack to the South side of the canal bridge. (Inclusive of the pavement around the Guard Shack)



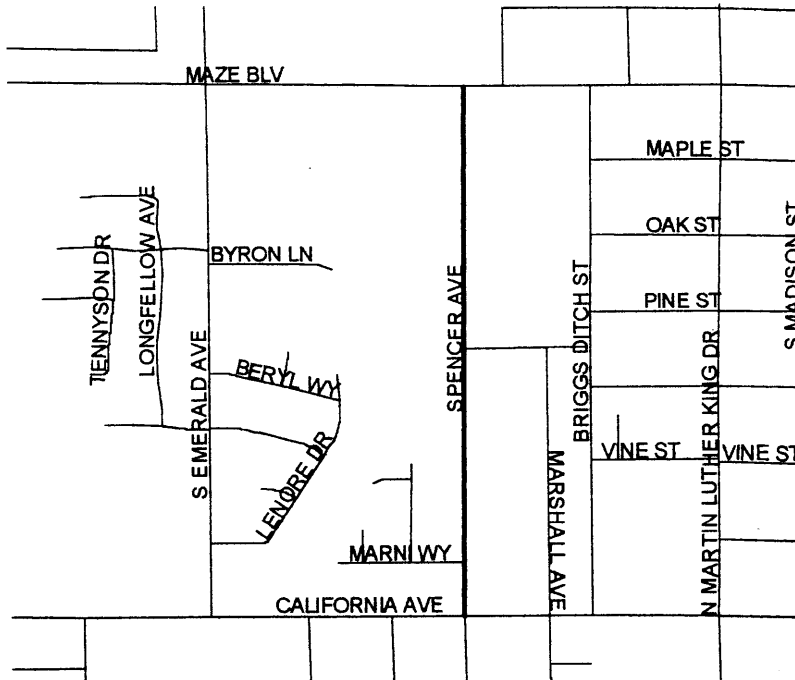
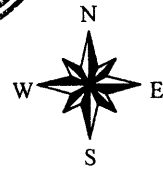
Stanislaus County Department of Public Works
2001 Road Improvement Program

SPENCER AVENUE
Maze Boulevard to California Avenue

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	11
Construct Survey Monument Well	Each	1
Class 2 AB (Shoulder Backing)	Tons	149
Asphalt Concrete (Type A)	Tons	1278
Cold Plane AC (Gutters)	S. Y.	1105
Thermoplastic Striping (Detail 22)	L. F.	2530
Thermoplastic Pavement Markings	S. F.	254

Total Length of Road Segment (mi.) = .44
Average Width to be Paved (ft.) = 27
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Spencer Avenue from South side of Maze Boulevard to North side of California Avenue.



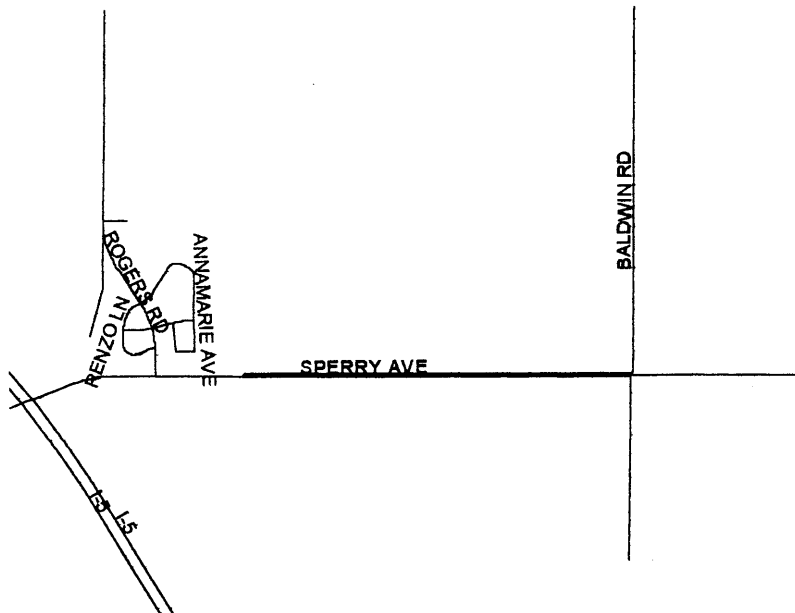
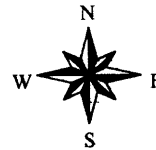
Stanislaus County Department of Public Works
2001 Road Improvement Program

SPERRY AVENUE
Baldwin Road to Delta Mendota Canal

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	1
Asphalt Concrete (Type A)	Tons	2259
Class 2 AB (Shoulder Backing)	Tons	368
Pavement Reinforcing Fabric	S. Y.	12320
Thermoplastic Striping (Detail 6)	L. F.	1320
Thermoplastic Striping (Detail 19)	L. F.	1100
Thermoplastic Striping (Detail 22)	L. F.	1530
Thermoplastic Striping (Detail 27B)	L. F.	7900

Total Length of Road Segment (mi.) = .75
Average Width to be Paved (ft.) = 28
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Sperry Avenue from the West side of Baldwin Road to the East side of the Delta Mendota canal bridge.



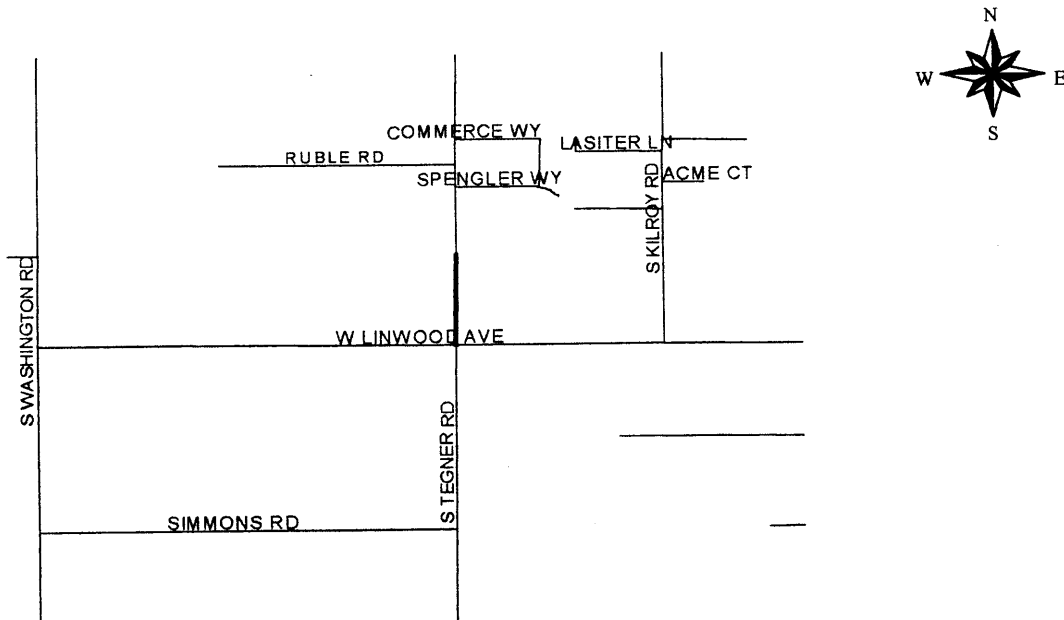
Stanislaus County Department of Public Works
2001 Road Improvement Program

TEGNER ROAD
Linwood Avenue to Turlock City Limits

Item Description	Unit	Quantity
Class 2 AB (Shoulder Backing)	Tons	148
Asphalt Concrete (Type A)	Tons	775
Thermoplastic Striping (Detail 5)	L. F.	770
Thermoplastic Striping (Detail 18)	L. F.	550
Thermoplastic Pavement Markings	S. F.	37

Total Length of Road Segment (mi.) = 0.3
Average Width to be Paved (ft.) = 24
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Tegner Road from the North side of Linwood Avenue to the Turlock City limits sign.



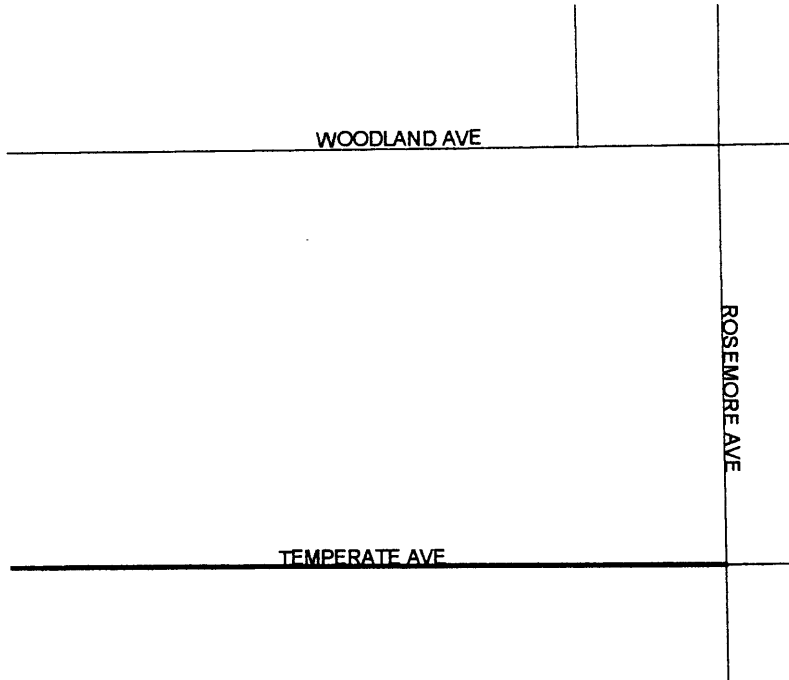
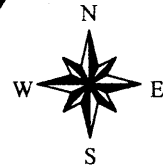
Stanislaus County Department of Public Works
2001 Road Improvement Program

TEMPERATE AVENUE
Rosemore Avenue to End

Item Description	Unit	Quantity
Class 2 AB (Shoulder Backing)	Tons	99
Asphalt Concrete (Type A)	Tons	431
Thermoplastic Striping (Detail 1)	L. F.	730
Thermoplastic Striping (Detail 24)	L. F.	500
Thermoplastic Pavement Markings	S. F.	34

Total Length of Road Segment (mi.) = .2
 Average Width to be Paved (ft.) = 20
 A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Temperate Avenue from West side of Rosemore Avenue West to End.



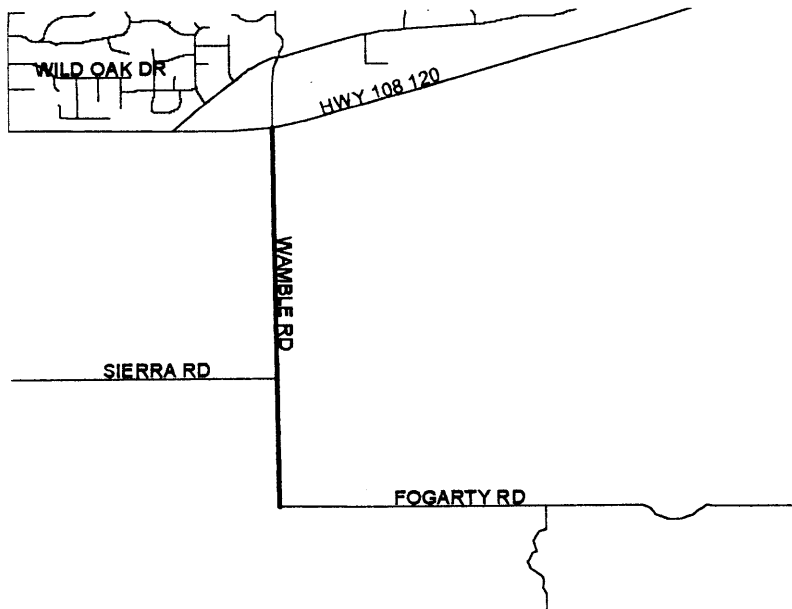
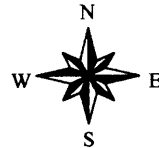
Stanislaus County Department of Public Works
2001 Road Improvement Program

WAMBLE ROAD
State Route 120 to Fogerty Road

Item Description	Unit	Quantity
Construct Survey Monument Well	Each	2
Class 2 AB (Shoulder Backing)	Tons	759
Asphalt Concrete (Type A)	Tons	4002
Thermoplastic Striping (Detail 5)	L. F.	2940
Thermoplastic Striping (Detail 18)	L. F.	2150
Thermoplastic Striping (Detail 21)	L. F.	2980
Thermoplastic Pavement Markings	S. F.	355

Total Length of Road Segment (mi.) = 1.55
Average Width to be Paved (ft.) = 24
A. C. Thickness to be Placed (ft.) = .25

Description of Overlay: Wamble Road from the South Right of Way line of State Route 120 to and thru the knuckle onto Fogerty Road and tie to the edge of the previous Fogerty Road overlay on the East end of the Wamble Road / Fogerty Road knuckle.



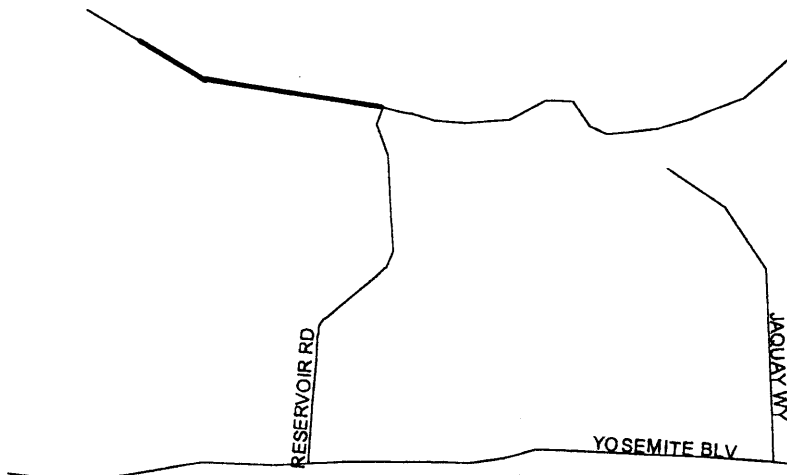
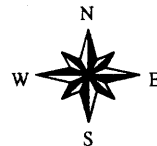
Stanislaus County Department of Public Works
2001 Road Improvement Program

BID OPTION A
MODESTO RESERVOIR
Reservoir Road to Edge of Previous Overlay

Item Description	Unit	Quantity
Asphalt Concrete (Type A)	Tons	452
Thermoplastic Pavement Markings	S. F.	34

Total Length of Road Segment (mi.) = .375
Average Width to be Paved (ft.) = 21
A. C. Thickness to be Placed (ft.) = .1

Description of Overlay: West Boat Ramp Road from
Reservoir Road to edge of previous Overlay.



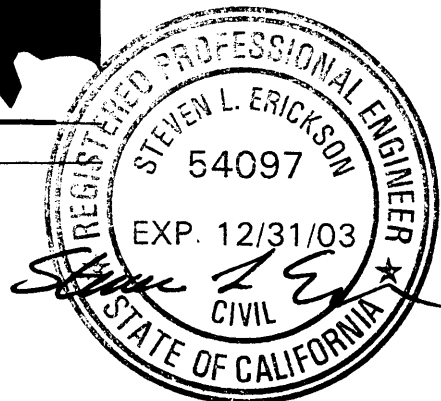
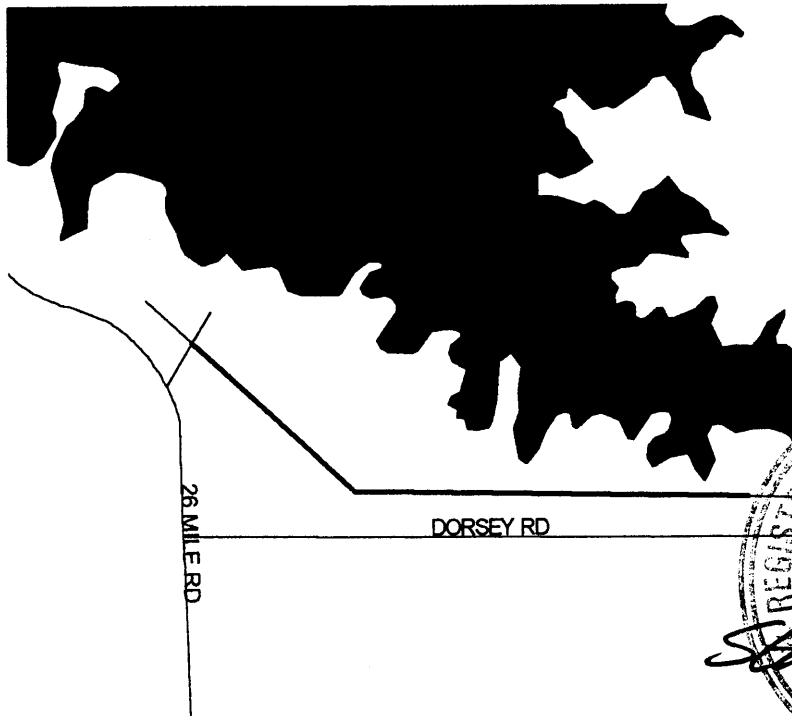
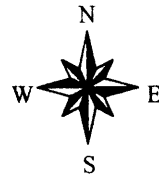
Stanislaus County Department of Public Works
2001 Road Improvement Program

BID OPTION B
WOODWARD RESERVOIR
Hackberry Campground to Previous Overlay

Item Description	Unit	Quantity
Asphalt Concrete (Type A)	Tons	651
Thermoplastic Pavement Markings	S. F.	34

Total Length of Road Segment (mi.) = .71
Average Width to be Paved (ft.) = 21
A. C. Thickness to be Placed (ft.) = .1

Description of Overlay: From East side of four way stop at entrance to Hackberry Campground East to edge of previous overlay.



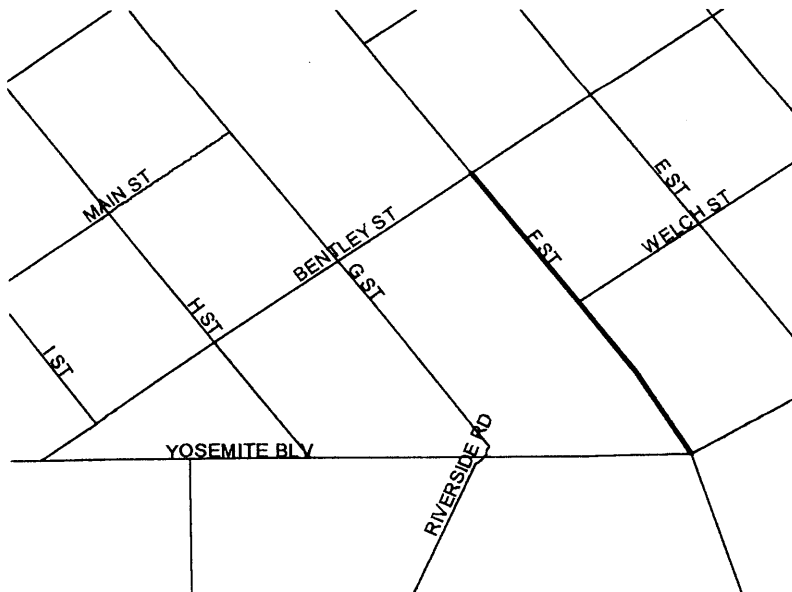
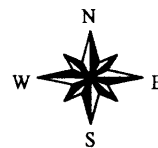
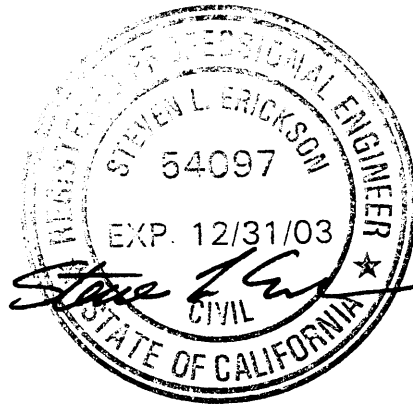
Stanislaus County Department of Public Works
2001 Road Improvement Program

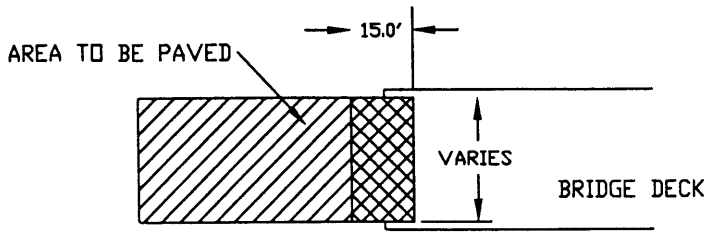
BID OPTION C
F STREET (WATERFORD)
Bentley Street to Yosemite Blvd.

Item Description	Unit	Quantity
Adjust Existing Utilities to Grade	Each	2
Asphalt Concrete (Type A)	Tons	1116
Pavement Marker Striping	L. F.	890
Thermoplastic Pavement Markings	S. F.	75

Total Length of Road Segment (mi.) = .17
Average Width to be Paved (ft.) = 61
A. C. Thickness to be Placed (ft.) = .25

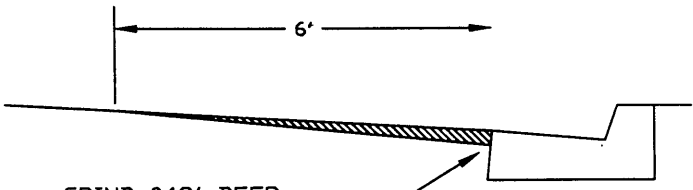
Description of Overlay: F Street from the South side of Bentley Street to the North side of Yosemite Blvd.



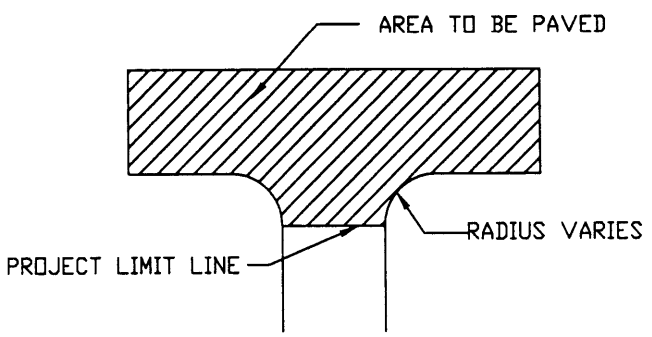


Cold plane at conform to bridge from 0.00' to 0.15' over 15'.

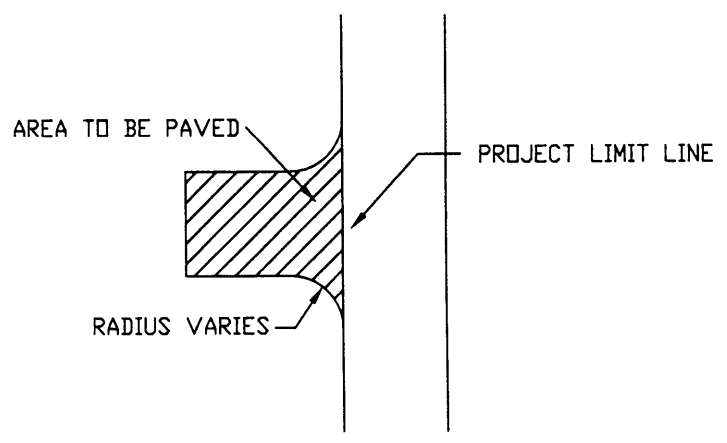
CONFORM AT BRIDGE
NOT TO SCALE



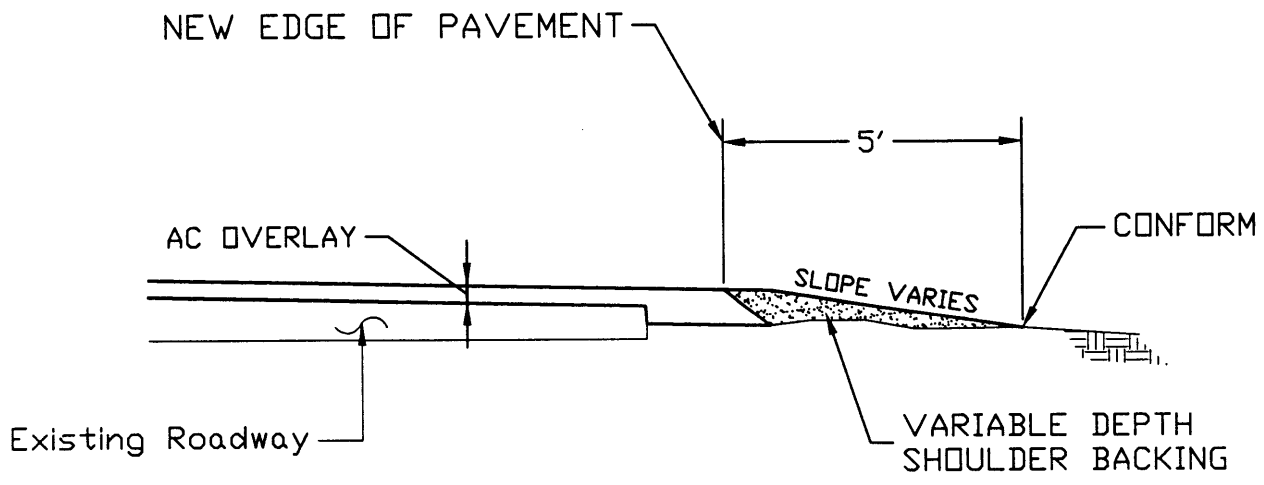
CONFORM AT CURB AND GUTTER
NOT TO SCALE



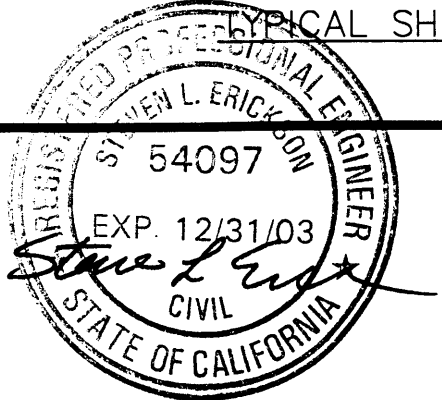
PUBLIC ROAD CONNECTION
NOT TO SCALE



TYPICAL END OF OVERLAY
NOT TO SCALE



TYPICAL SHOULDER BACKING SECTION
NOT TO SCALE



COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS-ENGINEERING SECTION

2001 ROAD IMPROVEMENT PROGRAM
Misc. Details

DRAWN BY: DK SCALE: None

NOTICE TO CONTRACTORS

Contractors are invited to submit written, formal bids for

"2001 ROAD IMPROVEMENT PROGRAM"

Bids envelopes must be delivered to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Suite 6700, Modesto, CA, located on the Sixth Floor of Tenth Street Place, **PRIOR TO 2:30 P.M. ON JUNE 27, 2001**, as evidenced by the date/time stamp on the envelope by the Clerk. After bid closing, the bids will be publicly opened and read by the Clerk in the Lobby Conference Room No. 6709 located on the Sixth Floor of Tenth Street Place.

Bids shall be submitted in sealed envelopes on the forms provided with the plans and specifications for that purpose. Envelopes shall be addressed to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Suite 6700, Sixth Floor, Modesto, CA 95354, and plainly marked:

"2001 ROAD IMPROVEMENT PROGRAM"

The work to be accomplished includes 14.45 miles of asphalt concrete overlay, and other such items identified herein.

Specifications are available at the Department of Public Works Office, 1716 Morgan Road, Modesto, CA 95358, upon the receipt of \$10.00 (**NON-REFUNDABLE**) fee (make checks payable to: "STANISLAUS COUNTY PUBLIC WORKS") during the office hours of 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday through Friday. For any questions, please call the ENGINEERING DIVISION AT (209) 525-4193. For technical questions, please call Mark Hamblin at (209) 525-4155.

Your particular attention is directed to the "Information for Bidders" and "General Conditions" included in the specifications, which are to be followed in all respects. In particular, your attention is directed to the handicapped, non-discrimination clause contained in the General Conditions, Section 2.47 that complies with Section 504 of the Rehabilitation Act of 1973. A bidders bond or its equivalent will be required.

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

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

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered this June 5, 2001.

ATTEST: CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors of the
County Stanislaus, State of California

BY: 
Assistant Clerk

**DECLARATION OF PUBLICATION
C.C.P. S2015.5)**

**COUNTY OF STANISLAUS
STATE OF CALIFORNIA**

I am a citizen of the United States and a resident Of the County aforesaid; I am over the age of Eighteen years, and not a party to or interested In the above entitle matter. I am a printer and Principal clerk of the publisher of **THE MODESTO BEE**, printed in the City of **MODESTO**, County of **STANISLAUS**, State of California, daily, for which said newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of **STANISLAUS**, State of California, Under the date of **February 25, 1951, Action No. 46453**; that the notice of which the annexed is a printed copy, has been published in each issue thereof on the following dates, to wit:

JUNE 13, 20, 2001

I certify (or declare) under penalty of perjury That the foregoing is true and correct and that This declaration was executed at **MODESTO**, California on

JUNE 20, 2001
(date)


(Signature)

NOTICE TO CONTRACTORS

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'2001 ROAD IMPROVEMENT PROGRAM'

Bids envelopes must be delivered to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Suite 6700, Modesto, CA, located on the Sixth Floor of Tenth Street Place, PRIOR TO 2:30 P.M. ON JUNE 27, 2001, as evidenced by the date/time stamp on the envelope by the Clerk. After bid closing, the bids will be publicly opened and read by the Clerk in the Lobby Conference Room No. 6709 located on the Sixth Floor of Tenth Street Place.

Bids shall be submitted in sealed envelopes on the forms provided with the plans and specifications for that purpose. Envelopes shall be addressed to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Suite 6700, Sixth Floor, Modesto, CA 95354, and plainly marked:

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The work to be accomplished includes 14.45 miles of asphalt concrete overlay, and other such items identified herein.

Specifications are available at the Department of Public Works Office, 1716 Morgan Road, Modesto, CA 95358, upon the receipt of \$10.00 (NON-REFUNDABLE) fee (make checks payable to: 'STANISLAUS COUNTY PUBLIC WORKS') during the office hours of 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m., Monday through Friday. For any questions, please call the ENGINEERING DIVISION AT (209) 525-4193. For technical questions, please call Mark Hamblin at (209) 525-4155.

Your particular attention is directed to the 'Information for Bidders' and 'General Conditions' included in the specifications, which are to be followed in all respects. In particular, your attention is directed to the handicapped, non-discrimination clause contained in the General Conditions, Section 2.47 that complies with Section 504 of the Rehabilitation Act of 1973. A bidders bond or its equivalent will be required.

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

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent. By order of the Board of Supervisors of the County of Stanislaus, State of California made and entered this June 5, 2001.

ATTEST: CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors of the County Stanislaus, State of California
BY: /s/ Lillie Farriester
Assistant Clerk
June 13, 20, 2001