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

DEPT:	<u>PUBL</u>	IC WORKS 6	ĝs		В	OARD AGENDA	# _ *C-4	<u> </u>
	Urgent	Routin	e		А	GENDA DATE	ОСТОВ	ER 2, 2001
CEO Concurs	with	Recommendation		NO ition Attached)		/5 Vote Req	uired YES_	NO_ <u>/</u> _
SUBJECT:		ROVAL OF PLAN CERES MAIN (JECT						
STAFF RECOMMEN- DATIONS:	1.	APPROVE THE AT T.I.D. CERE ROAD) PROJEC	S MAIN					
	2.	AUTHORIZE THE PROJECT SUBMISSION C	ON OC	TOBER 10, a	and 17, 2	001, AND SE	T THE DEA	DLINE FOR
	3.	DIRECT THE APPROJECT ACC	COUNT	PER THE AT	TACHED	JOURNAL S		
FISCAL IMPACT:		project will be fully ct is \$352,910.00	<i>-</i>		Facilities	Fees. The en	ngineer's esti	imate for the
BOARD ACTI	ON AS	FOLLOWS:				No. 200	1-765	
and approv Ayes: Supe Noes: Supe Excused or Abstaining	red by the rvisors: ervisors: r Absent : Superv Approved Denied	rvisor Simon ne following vote, : Mayfield, Blom, Sir : None :: Supervisors: Non visor: None ed as recommende ed as amended	non, Caru	uso, and Chair F	Paul			
	·\RPIF)GES\32-70\ADMIN\3207	OBOS-APP	ROVE-PS&E wnd		J		

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk By: Deputy

SUBJECT:

APPROVAL OF PLANS AND SPECIFICATIONS FOR THE BALDWIN ROAD BRIDGE

AT T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD AT

HATCH ROAD) PROJECT

PAGE:

2

DISCUSSION:

The Baldwin Road Bridge @ T.I.D. Ceres Main Canal (Intersection of Baldwin Road and Hatch Road) has traditionally been a problem location for the passage of large truck traffic due to the narrowness of the existing bridge and the fact that the canal right-of-way is parallel and directly adjacent to the right-of-way for Hatch Road. Both of the preceding factors make it difficult for truck and trailer traffic to turn right from Hatch Road onto Baldwin Road as well as turning right from Baldwin Road onto Hatch Road. This project remedies the situation by widening the canal crossing structure to 84'-0". This width allows truck turns without traversing into the oncoming/opposing traffic lanes.

POLICY

ISSUE:

This action is consistent with the Board's policy of providing a safe, healthy

community.

STAFFING

IMPACT:

There is no staffing impact associated with this item.

BMF:sm

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AUDITOR-CONTROLLER BUDGET JOURNAL



BUDGET JOURNAL SCREEN

Budget Organization Stanislaus Budget Org Budget LEGAL BUDGET



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STANDARD JOURNAL VOUCHER

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NOTICE TO CONTRACTORS

Contractors are invited to submit written, formal bids for

BALDWIN ROAD BRIDGE AT T.I.D. CERES MAIN CANAL BRIDGE #38C-151 (INTERSECTION OF BALDWIN ROAD AT HATCH ROAD)

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, 6th Floor, Modesto, CA 95354, and plainly marked:

BALDWIN ROAD BRIDGE AT T.I.D. CERES MAIN CANAL

Bid envelopes must be delivered to the Clerk of the Board of Supervisors located on the sixth floor of Tenth Street Place, Joint Stanislaus County/City of Modesto, Administration Building, 1010 10th Street, Modesto, CA, prior to 2:30 p.m. on October 24, 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 conference room located on the sixth floor of Tenth Street Place. The contract will be awarded on the basis of a single bid for the complete job.

The work to be accomplished includes: the replacement of the existing bridge with a triple box culvert that is 84'-0"[25.603 m] wide and the reconstruction/repaving of a major portion of the intersection of Baldwin Road at Hatch Road.

Plans and 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 7:30 a.m. 12:00 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.

- · The Contractor shall possess a Class A license at the time this contract is awarded.
- · No pre-bid meeting is scheduled for this project.
- Technical questions should be directed to the Department of Public Works Engineering Division, County of Stanislaus, Modesto, California, telephone (209) 525-4125, fax (209) 525-4188.
- · Cross section sheets are available upon request.

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 October 2, 2001

ATTEST:

CHRISTINE FERRARQ TALLMAN,

Clerk of the Board of Supervisors,

Stanislaus County State of California

By:

Assistant Clerk of the Board

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:

OCTOBER 10, 17, 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

OCTOBER 17, 2001

(Signature)

NOTICE TO CONTRACTORS

Contractors are invited to submit written, formal bids for

BALDWIN ROAD BRIDGE AT T.I.D. CERES MAIN CANAL BRIDGE #38C-151 (INTERSECTION OF BALDWIN ROAD AT HATCH ROAD)

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BALDWIN ROAD BRIDGE AT T.I.D. CERES MAIN CANAL

Bid envelopes must be delivered to the Clerk of the Board of Supervisors located on the sixth floor of Tenth Street Place, Joint Stanislaus County/City of Modesto, Administration Building, 1010 10th Street, Modesto, CA, prior to 2:30 p.m. on October 24, 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 conference room located on the sixth floor of Tenth Street Place. The cantract will be awarded on the basis of a single bid for the complete job.

The work to be accomplished includes: the replacement of the existing bridge with a triple box culvert that is 84-01(25.603 m) wide and the reconstruction/repaying of a major portion of the intersection of Baldwin Road at Hatch Road.

Plans and 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 7:30 a.m. 12:00 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.

. The Contractor shall possess a Class A license at the time this contract is awarded. No pre-bid meeting is scheduled for this project. Technical questions should be directed to the Department of Public Works Engineering Division, County of Stanislaus, Modesto, California, telephone (209) 525-4125, fax (209) 525-4182. Crass section sheets are available lipon request

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

Pursuant to Sections 1770 and 1773 of the Labar 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 reauest payment of retention monies earned to an escrow agent. By order of the Board of Supervisors of the County of Stanislaus, State of Colifornia, made and entered this October 2, 2001

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk of the Board of Supervisors, Stanislaus County, State of California By: Lillie L. Forriester

Assistant Clerk of the Board OCTOBER 10, 17, 2001

STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS

PROPOSAL AND CONRACT NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS

FOR THE CONSTRUCTION OF

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL

IN

STANISLAUS COUNTY

FOR USE IN CONNECTION WITH THE
THE PUBLIC FACILITIES FEES ORDINANCE FUNDED
CONSTRUCTION PROJECT ADMINISTERED UNDER THE
STANDARD SPECIFICATIONS AND STANDARD PLANS DATED JULY, 1999
INCLUDING THE ERRATUM #99-1 OF THE STANDARD PLANS; AND
THE LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
IN EFFECT ON THE DATE THE WORK IS ACCOMPLISHED

10-STA-0-CR
PUBLIC FACILITIES FEES ORDINANCE
FUNDED PROJECT

CONTRACT DOCUMENTS

AND SPECIFICATIONS FOR

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD AND HATCH ROAD)

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, PE -- DIRECTOR OF PUBLIC WORKS

OCTOBER, 2001

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

(SIGNATURE)

STEVEN ERICKSEN, PE Assistant To The Director



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BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD AND HATCH ROAD)

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BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL

Bid envelopes must be delivered to the Clerk of the Board of Supervisors located on the 6th Floor of Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10th Street, Modesto, CA, prior to 2:30 p.m. on *October 31, 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 Conference Room located on the 6th Floor of Tenth Street Place. The contract will be awarded on the basis of a single bid for the complete job.

The work to be accomplished includes:

The demolition of the existing bridge and related canal facilities and replace with a triple box culvert as well as reconstruct/repave a major portion of the intersection of Baldwin Road @ Hatch Road.

and other such items not mentioned herein that are required by the plans and specifications.

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"). For any questions, please call the ENGINEERING DIVISION AT (209) 525-4193.

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 which complies with Section 504 of the Rehabilitation Act of 1973. A bidders bond or its equivalent will be required.

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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 October 02, 2001.

ATTEST:	CHRISTINE FERRARO TALLMAN Clerk Of The Board of Supervisors Of The County Of 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

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD @ HATCH ROAD)

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total colurn, 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:

ENGINEER'S ESTIMATE

Item <u>No.</u>	Item Description	Unit of <u>Measure</u>	Estimated Quantity	Item Price (In Figures)	Item Total (In Figures)
1.	Mobilization	L.S.	L.S.		
2.	Construction Area Signs	L.S.	L.S.		
3.	Traffic Control	L.S.	L.S.		
4.	(S) Demolish Existing Bridge, Abutments, & Canal Lining	L.S.	L.S.		
5.	(F) Roadway Excavation	C.Y.	538.0		
6.	(F) Structure Excavation	C.Y.	382.0		
7.	(F) Structure Backfill	C.Y.	148.0		
8.	(F) Structural Concrete	C.Y.	450.0		
9.	(F) Bar, Reinforcing Steel	LBS.	101,000.0		
10.	(F) Structural Metal Tube Railing (Two(2) Locations	L.S.	L.S.		
11.	In-Ground, Concrete Terminal Box w/ Traffic Lid	Each	4.0		
12.	Schedule 80, 4"[100 MM] I.D. PVC Pipe	L.F.	412.0		
13.	Relocate Irrigation Gate Valve & Line(s)	L.S.	L.S.		
14.	Class II Aggregate Base	Tons	604.0		
16.	Asphaltic Concrete (Type "A")	Tons	474.0		
17.	Thermoplastic Pavement Marking & Traffic Striping	L.S.	L.S.		
18.	Erosion Control	S.Y.	3,800.0		
19.	(S) 12'-0"[3.658 m] Gate Assembly	Each	4.0		
20.	Relocate Roadside Signs	Each	2.0		
21.	Monuments	Each	3.0		
23	Supplemental Work	L.S.	L.S.	\$30,000.00	\$30,000.00
			PROJ	ECT TOTAL:	

ENGINEER'S ESTIMATE

ADDENDUM NO DATED	DATE RECEIVED	INITIALS
ADDENDUM NO DATED	DATE RECEIVED	INITIALS
ADDENDUM NO DATED	DATE RECEIVED	INITIALS
ADDENDUM NO DATED	DATE RECEIVED	INITIALS
CONTRACTOR		
ADDRESS		
		<u> </u>
PHONE () FAX ()		

The undersigned also agrees as follows:

- 1. Within eight (8) 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

NINETY(90) WORKING DAYS

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:	
	<u> </u>
Address:	
Telephone:	ClassificationLicense
	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.

TYPE OF SUBCONTRACT	<u>LICENSE NO.</u>	NAME & ADDRESS OF SUBCONTRACTOR
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	(Signed)	ntractor

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(Signature)	Title
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 on 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.

-11-

INSERT W-9 FORM

INSERT W-9 FORM Page 2

BIDDER'S BOND COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

We,	
as Principal, and	
are bound unto the County of Stanislaus, Department of Pu	as Surety ublic Works, hereinafter referred to as "Obligee", in the penal the Principal submitted to the Obligee for the work described
THE CONDITION OF THIS C	OBLIGATION IS SUCH THAT:
WHEREAS, the Principal is submitting a bid to the	Obligee, for
	@ T.I.D. CERES MAIN CANA; WIN ROAD @ HATCH ROAD)
for the bids are to be opened at Modesto, California on	
	(Date of Bid Opening)
specifications, after the prescribed forms are presented prescribed form, in accordance with the bid, and files two be of the contract and the other to guarantee payment for labo be null and void; otherwise, it shall remain in force.	contract and, within the time and manner required under the to him for signature, enters into a written contract, in the onds with the Obligee, one to guarantee faithful performance or and materials as provided by law, then this obligation shall obligee and judgement is recovered, the Surety shall pay all sonable attorney's fee to be fixed by the court.
Todo modined by the obliged in odon odil, modeling a road	
Dated:, 19	
	
	Principal
	Surety By
	By Attorney-in-Fact
	CKNOWLEDGMENT
State of California County ofSS	
state aforesaid, personally appearedto this instrument and known to me to be the attorney-in-fa	how no said company thereto as surety, and his own name
(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 l9, to perform all work and furnish all the labor, material and equipment for:
BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD @ HATCH ROAD)
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, I9
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

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD @ HATCH ROAD)

with the County of Stanislaus, dated ________, I9_____, 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.

f		
		Contractor and Principal
		Surety
Approved this	day of	, 19
7.pp1040d and	day or	, 10

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

AGREEMENT

This Agreement, made this	, 19,
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

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD @ HATCH ROAD)

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.

Changes, additions, and alterations in the work which do not exceed \$500.00 may be ordered in writing by the Director of the Department of Public Works of the County of Stanislaus. 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

"NINETY(90) 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. All questions arising under this Article shall be decided by the Director of the Department of Public Works.

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

CONTRACTOR	
	COUNTY OF STANISLAUS
Ву	By Chair of the Board of Supervisors
(Title)	ATTEST:
Federal Employer ID No.	CHRISTINE FERRARO TALLMAN Clerk Of The Board Of Supervisors Of The County of Stanislaus, State Of California
	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. The awarding of the contract, if awarded, will be made by said Board of Supervisors 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

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD @ HATCH ROAD)

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 ornit 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, Attention: B. M. Frazier, Assistant Engineer, 1716 Morgan Road, Modesto, California 95358-5894, telephone number (209) 525-4171, 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. <u>Automobile Liability Insurance:</u>

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, 1997 Edition)
Stanislaus County Ordinance Code Title 16 (Uniform Plumbing Code, 1997 Edition)
Stanislaus County Ordinance Code Title 16 (National Electric Code, 1996 Edition)
Stanislaus County Ordinance Code Title 16 (Uniform Mechanical Code, 1997 Edition)
Standard Specifications of the California Business and Transportation
Agency, Department of Transportation, July, 1999 Edition & Erratum #99-1
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

"NINETY(90) 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 \$300.00 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 Contractor shall, through the employment of a California licensed engineer or land surveyor operating within the scope of said license, 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. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.
- 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. All questions arising under this article shall be decided by the Director of Public Works.
- **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 employees 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)	01
(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	
Subscribed and sworn before me this of	day
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 SUPLEMENTAL 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 (BLANK)

SECTION 4 (BLANK)

SECTION 5 (BLANK)

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS

- **8-1.01 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.
- **8-1.02 MEASUREMENT OF QUANTITIES** The first paragraph of Section 9-1.01, "Measurement of Quantities", of the Standard Specifications is amended to read as follows:
- "All work to be paid for a contract price per unit of measurement will be measured by the Engineer in accordance with the United States Standard Measures. A ton shall consist of 2,000 pounds avoirdupois."
- **8-1.03 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 driveable 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

CONCRETE BARRIER DELINEATOR

Impactable Type

All West Plastics "Flexi-Guide 235"
Duraflex Corp. "Flexi 2020"
Davidson Portable Concrete Barrier Marker (PCBM-12)
Reflexite Barrier Mount Delineator (Models 661-662)
Non-Impactable Type

Astro-Optics JD Series

Stimsonite 967

GUARD RAILING DELINEATOR, (27" Nail On Type)

Carsonite Guardrail Delineator Post (CFGR 427) Safe-Hit 27-inch Guardrail Delineator All West Plastics "Flexi-Guide" 327

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")

8-1.04 ENGINEERING FABRICS. Engineering fabrics shall conform to the requirements in Section 88, "Engineering Fabrics", of the Standard Specifications and these Special Provisions.

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

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

8-1.05 CONCRETE AMOUNT OF WATER AND PENETRATION. Section 90-6.06, "Amount of Water and Penetration", of the Standard Specifications is amended by adding the following paragraph:

Calif. Test 533 shall be either Calif. Test 533 or ASTM 143 at the option of the Engineer and penetration shall be equal to one-half slump.

8-1.06 ROADWAY DECK SLAB REQUIREMENTS. The amount of free water used in concrete for roadway deck slabs of highway bridges shall not exceed 305 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cement in excess of 658 pounds per cubic yard.

The temperature of mixed concrete for roadway deck slabs of highway bridges, immediately before placing, shall be not less than 50°F. nor more than 80°F. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 150°F. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

8-1.07 CURING CONCRETE. The second paragraph of Section 90-7.01A, "Water Method", of the Standard Specifications is amended to read: "Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period". If the ambient temperature is 60°F or greater the water method of curing shall not incorporate any membrane which in the opinion of the Engineer reduces water evaporation rate.

8-1.08 TRANSPORTING MIXED CONCRETE. The ninth and tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

Each load of ready-mixed concrete delivered at the job site shall be accompanied by a ticket showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water (gallons) added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This ticket shall also show the actual scale weights (pounds) for the ingredients batched or the calculated portland cement concrete volume (cubic yards). Theoretical or target batch weights shall not be used as a substitute for actual scale weights. When showing a calculated portland cement concrete volume on the delivery ticket, the Contractor shall maintain and have available a record of the following information for each batched load:

- 1. Mix identification number; specific to the contract.
- 2. Load number; shall match the load number on the delivery ticket.
- 3. Date and time the load was batched.
- 4. Actual batch weight (pounds) for each ingredient.
- 5. Any water (gallons) added at the plant, in addition to the water proportioned for the batch.

When requested, the Contractor shall submit the recorded information for calculated portland cement concrete volumes to the Engineer. The information shall be provided in printed form, or if acceptable to the Engineer, data may be submitted on a 3.5-inch disiskette. If a diskette is submitted, the data shall be in a tab-delimited text format or data interchange format (DIF), readable in both the MS-DOS and MACINTOSH systems.

8-1.09 COMPACTION

Relative compaction shall be determined by Calif. Test 231 utilizing the nuclear gauge. Calif. Test 231 shall be modified to use 30-second counts or one-minute counts at the option of the Engineer. Five 30-second warm-up counts shall be used instead of ten one-minute warm up counts for testing with 30 second counts.

Section "B" of Calif. Test 231 shall be amended as follows:

At the discretion of the Engineer, a guide plate measuring approximately 9-3/4" x 14" x 3/16" may be substituted for the standard plate. Additionally, a sliding sleeve impact hammer which incorporates a 13/16" diameter pin, and is manufactured specifically for use with a nuclear gauge and guide plate, may be used in lieu of Standard driving pin.

8-1.10 CONCRETE STRENGTH.

Concrete compressive strength shall be determined by Calif. Test 521. Calif. test 521 shall be modified to use ASTM C617 or ASTM C-1231-93 for capping at the discretion of the Engineer.

SECTION 9 DESCRIPTION OF BRIDGE WORK

The bridge work to be performed consists, in general, of demolishing and removal of the existing bridgeand constructing a replacement box culvert bridge as shown on the plans and briefly described as follows:

BALDWIN ROAD BRIDGE @ T.I.D. CERES MAIN CANAL (INTERSECTION OF BALDWIN ROAD @ HATCH ROAD)
BRIDGE NO. 38C-151

A triple box culvert concrete bridge consisting of three(3) reinforced concrete portals of 14'-0" [4.267 m] wide spans by 7'-0"[2.134 m] high. Total length of culvert in direction of traffic travel is 45'-4"[13.818 m] and total width of culvert in direction of canal flow is 84'-0" [25.603 m], with an inlet structure (headwall and wingwalls) of 19'-4"[5.893 m] upstream and an outlet structure(headwall and wingwalls) of 11'-10"[3.607 m] for a total of 115'-2"[35.103 m] in length.

SECTION 10. CONSTRUCTION DETAILS

10-1.01 ORDER OF WORK. Order of work shall conform to the provisions in Section 5-1.05 "Order of Work", of the Standard Specifications and these Special Provisions. Attention is directed to Section 5-1.09, "Public Safety, of the Special Provisions.

Attention is directed to Section 5-1.18, "Insurance", of the Special Provisions. This section requires to be named as additionally insured the County (Section 5-1.18 E.1.a) and various others (Section 5-1.18 F) by specific endorsements.

When the Contractor starts work on the job site, the road shall be closed to traffic on the same day the work commences.

The Contractor shall notify the Engineer in writing at least seven (7) days, but not more than fourteen (14) days prior to closing the road and shall obtain written approval by the engineer prior to closing the road. The Contractor shall begin on-site construction work the same day the road is closed. Protective barricades shall be placed the same day the road is closed. Detour signs shall be placed and covered prior to closing the road. The detour signs shall be uncovered the same day the road is closed.

Work in or at the canal or pipe line shall not begin until its use for irrigation purposes is completed. Contact Todd Troglin of Turlock Irrigation District at (209) 883-8300 to verify when the canal or irrigation line will be dry and what the anticipated winter storm flows maybe (not less than five cubic feet per second). No working days will be charged until the canal or pipe line is shut down. The Contractor shall make provisions for any storm water or irrigation water in the canals during the life of the contract, as per Section 7-16, "Contractor's Responsibility for the Work and Materials", of the Standard Specifications.

The irrigation districts normally remove the irrigation water from their canals about October 15 and replace the irrigation water about March 15 the next spring. No work shall begin on the jobsite until after October 15, 2000, nor before the irrigation water is removed from the canal.

The falsework drawings and calculations required by Section 10-1.18, "Concrete Structures", of these Special Provisions shall be submitted to the Engineer no later than three weeks after award.

The first order of work shall be to construct the road closure/detour.

10-1.02 FIRE PLAN. The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer. The Contractor shall be responsible for:

1. Notify the nearest fire suppression agency of the commencement of work including the road closure and detour around the construction site.

- 2. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer prior to beginning work.
- 3. Immediately reporting to said agency all fires occurring within the limits of the project.
- 4. Preventing all project personnel from setting open fires. No fires shall be set without an authorized fire permit from the Regional Air-Quality Control Board.
- 5. Preventing the escape of fires caused directly or indirectly or from within the project limits and extinguishing all said fires. The Contractor shall construct and maintain firebreaks if shown on the plans.

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

10-1.03 WATER POLLUTION CONTROL. Water pollution control work shall conform to the requirements in Section 7-1.01G, "Water Pollution", of the Standard Specifications, and these Special Provisions.

Water pollution control work shall conform to the requirements of the "Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications", dated April, 1997, hereafter referred to as the "Handbook". Copies of the handbook may be obtained from the Department of Transportation, Materials Operation Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone (916) 445-3520.

All areas outside of the project limits disturbed by the Contractor for the prosecution of the work shall also be subject to the requirements of these Special Provisions. The Contractor shall be fully responsible for all costs and liabilities associated with water pollution control measures in areas outside the project limits.

Conformance with the requirements of this section shall not relieve the Contractor from the Contractor's responsibilities, as provide in Section 7-1.11, "Preservation of Property", and Section 7-1.12, "Responsibility for Damage", of the Standard Specifications.

WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL, AND UPDATES (WPCP). As part of the water pollution control work, a water pollution Control Program hereafter referred to as the "WPCP", is required for this contract. The WPCP shall conform to the requirements in Section 7-1.01G, "Water Pollution", of the Standard Specifications, Section 2, "Developing a WPCP", of the handbook, and these Special Provisions.

The objective of the WPCP shall be to identify pollution sources that may affect the quality of storm water discharges and to identify, construct, implement, and maintain water pollution control measures, hereafter referred to as control measures, to reduce pollutions in storm water discharges associated with construction activity under the contract.

The WPCP shall include all items required by the Handbook for a WPCP including, but not limited to, the following:

- 1. Project description and Contractor's certification;
- 2. Project information;
- 3. Pollution Sources an control measures; and
- 4. Amendments, if any.

The WPCP shall address control measures in all of the following categories:

- 1. Erosion and sediment source control practices;
- 2. Sediment treatment control practices;
- 3. Tracking control practices;
- 4. Wind erosion control practices; and construction waste management practices.

The Contractor shall conduct operations in such a manner so as to achieve the protective measures specified in the handbook. In addition, the Contractor shall consider all potential control measures listed and described in the handbook in each of the above categories. The Contractor shall document the selection process in accordance with the procedures outlined in the handbook.

The WPCP shall include the signature and title of the person responsible for the preparation of the WPCP. The WPCP shall also indicate the date of initial preparation.

Within 30 days after approval of the contract, the Contractor shall submit three copies of the WPCP to the Engineer for approval. The Contractor shall allow seven days for the Engineer to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall submit a revised plan within seven days. No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer. Upon approval, three additional copies shall be submitted to the Engineer with the required changes. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor amendments are being completed.

The Contractor shall amend the WPCP whenever there is a change in construction activities or operations, which may affect the discharge of significant quantities of pollutants to surface water, ground waters, municipal storm drain systems, or when deemed necessary by the Engineer. The WPCP shall also be amended if the WPCP has not achieved the general objectives of reducing pollutants in storm water discharges. Amendments shall be dated and attached to the onsite WPCP document.

The Contractor shall keep a copy of the WPCP, together with all updates, revisions, and amendments at the construction site.

WATER POLLUTION CONTROL PROGRAM IMPLEMENTATION. Upon approval of the WPCP, the Contractor shall be responsible for installing, constructing, and, implementing all control measures included in the WPCP. Requirements for installation, construction, and implementation of control measures are specified in the Handbook.

If the control measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may require the Contractor to revise the Contractor's operations and amend the WPCP at no additional cost to the Department.

Implementation of erosion and sediment control measures shall be provided throughout the winter season, defined as between October 1 and May 31.

The Contractor shall demonstrate the ability and preparedness before the onset of precipitation to fully deploy erosion control measures to protect the entire construction area, or work may be suspended by the Engineer.

During the winter season, inactive construction areas that have the potential to erode due to previous construction activities shall be fully protected.

During the winter season, active construction locations shall be fully protected at the end of each working day, unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The three to five day National Weather Service forecast shall be used. The Contractor may propose an alternative forecast for use if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, to provide functioning water pollution control measures prior to the onset of the precipitation.

If the work in any area has not progressed to a point where all or part of the facilities on the WPCP for that area can be constructed, the Contractor shall construct such supplementary control facilities as are necessary to protect adjacent private and public property.

Construction waste management control measures, such as vehicle maintenance and waste control measures, shall be provided year-round throughout the duration of the project.

INSPECTION AND MAINTENANCE. To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- 1. Prior to a predicted storm;
- 2. After all precipitation, which causes runoff capable of carrying sediment from the construction site:
- 3. At 24 hour intervals during extended precipitation events; and
- 4. Routinely, on a minimum twice monthly basis.

If the Contractor identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected in a timely manner. If the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the Contractor will be notified in writing and the deficiencies shall be corrected in a timely manner at no additional cost to the Department.

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

The Engineer will retain an amount equal to 25 percent of the estimated value of all contract work performed during estimate periods in, which the Contractor fails to conform to the requirements of this section as determined by the Engineer.

Retentions for failure to conform to the requirements of this section shall be in addition to all other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a water pollution control program has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

10-1.04 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.

A tentative progress schedule shall be submitted at the preconstruction meeting and a revised progress schedule is requested by the Engineer prior to the start of work. The Engineer's approval of the revised progress schedule shall be obtained in writing prior to beginning work.

The Contractor shall submit to the Engineer a new revised progress schedule prior to the 15th of each month for the duration of the contract. Progress payments shall be withheld if a revised schedule is not submitted as specified and in compliance with the requirements of Section 8-1.04, "Progress Schedule", of the Standard Specifications and these Special Provisions.

The progress schedule shall be by the critical path method and shall show the critical path.

The progress schedule shall include as a minimum the following activities:

- 1. Construction area signs
- 2. Construct road closure and detour
- 3. Protective barricades
- 4. Existing bridge and canal lining demolition
- 5. Structure excavation
- 6. Construct lower portion of box culvert, inlet structure, & outlet structure
- 7. Submit to Engineer falsework plans and calculations
- 8. Place falswwork and forms for upper portion of culvert
- 9. Construct upper portion box culvert
- 10. Construct forms and falsework for headwalls and wingwalls of inlet/outlet structures
- 11. Construct headwalls and wingwalls of inlet and outlet structures
- 12. Structural backfill for culvert, inlet and outlet structures
- 13. Roadway excavation
- 14. Pipe culvert excavation
- 15. Place aggregate base
- 16. Place asphalt concrete
- 17. Install handrail/guardrail on headwalls
- 18. Install street signs and traffic striping
- 19. Final inspection
- 20. Open road to Public Traffic

The schedule shall show the order, in which the Contractor proposes to carry out the work, the dates, on which he will start the various activities of the work on the construction site, and the contemplated dates for completing the said activities and procurements.

,

The schedule shall not show any on-site work for any activity until all preparatory activities shown on the schedule have passed their completion date for that activity. The progress schedule submitted shall be consistent in all respects with the time and order of work requirements of the contract. No work shall be shown as started until all required prior construction is shown as complete.

The schedule shall show those items of work or activities, which cannot be completed without stopping work on the item or activity so that other work or activity can be done, which is necessary prior to restarting the original item or activity as separate items or activities. Each separate items or activity shall have beginning and ending dates for each part

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

10-1.05 OBSTRUCTIONS. Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 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:

Notification Center	<u>Telephone</u>
Underground Service Alert—Northern California (USA)	1-(800)-642-2444 1-(800)-227-2600
Underground Service Alert—Southern California (USA)	1-(800)-422-4133 1-(800)-227-2600
South Shore Utility Coordinating Council (DIGS)	1-(800) 541-3447
Western Utilities Underground Alert, Inc.	1-(800)-424-3447

Prior to commencing his work, the Contractor shall notify the following utility companies and coordinate his work with them.

Irrigation Districts: Turlock Irrigation District

333 Canal Drive

Turlock, California 95381-

(209) 632-3861 or (209) 883-8300

Power: Turlock Irrigation District

333 Canal Drive

Turlock, California 95381-

(209) 632-3861 or (209) 883-8300

Power(continued)

Pacific Gas and Electric 1524 North Carpenter Road Modesto, California 95351-1110

(209) 576-6685

Telephone Pacific Bell

410 So. Tully Road

Turlock, California 95380-

(209) 668-5824

10-1.06 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 Contractor shall notify the appropriate Regional Notification Center for operators of subsurface installations at least two working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The Regional Notification Centers include but are not limited to the following:

Notification Center	<u>Telephone</u>
Underground Service Alert—Northern California (USA)	1-(800)-642-2444 1-(800)-227-2600
Underground Service Alert-Southern California (USA)	1-(800)-422-4133 1-(800)-227-2600
South Shore Utility Coordinating Council (DIGS)	1-(800) 541-3447
Western Utilities Underground Alert, Inc.	1-(800)-424-3447

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

Barricades shall be furnished, placed, and maintained at the locations designated by the Engineer, shown on the plans, or as specified herein and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these Special Provisions.

The Contractor shall construct and maintain protective barricades at the locations shown on the detour plan during the construction of the road and box culvert project. The detour plan shall be maintained over holidays and weekends. Each protective barricade shall consist of four Type III Barricades, two "N-3", two C2 Signs (Black on White, 48x30, 8" Series "D" letters), and fill material, as shown on the plans. Type III Barricades shall be constructed in such a manner as to prevent the vertical portion being removed from the base.

The Contractor shall submit to the Engineer plans for the protective barricades. Placement of the fill material and Type III Barricades shall not begin until the Contractor receives written approval by the Engineer.

The term, "Construction Area Signs", shall also include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction area signs shall be considered to be Construction Area Signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs and the following:

Object markers shall be mounted on barricades.

Marker panels for Type "N-3", object markers shall conform to the requirements for sign panels for stationary mounted signs.

Contractor to install the *Stanislaus County furnished Project Signs* that conform to the Standard Plans Detail Sheet RSP T-7. The contractor shall transport said signs from the Stanislaus County Public Works Sign Shop at 1716 Morgan Road, Modesto, California 95358-5894, to the job site; install said signs; and, at the completion of the project, remove said signs and return them to the place or origin. Contact Mr. Dave Tackett at the Stanislaus County Public Works Sign Shop, telephone number (209) 525-4146 to ascertain when the signs may be picked up and returned.

Full compensation for furnishing all labor, tools, equipment, and materials required to construct, maintain, and remove protective barricades, signs, and other temporary traffic control devices shall be considered as included in the lump sum price paid for "Construction Area Signs", and no additional compensation will be allowed therefore.

10 1.07 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 his responsibility as provided in said Section 7-1.09.

Full compensation for conforming to the requirements of this article not otherwise provided for shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefore.

10-1.8 DETOURS. Shall conform to the provisions of Section 4-1.04, "Detours", of the Standard Specifications and these Special Provisions.

Baldwin Road shall be closed to through traffic during construction.

Barricades shall have flashing warning lights and reflective sheeting shall be Type II Reflective Sheeting and on both sides of the rails.

The lump sum price paid for "Detour" shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals and for doing all the work involved in the detour, complete in place, including signs and barricades, for maintaining the detour signs and barricades and for removing all signs and barricades when the road is opened to traffic, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.08 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.

10-1.08A BRIDGE REMOVAL. Plans of the existing bridge are included in the plans. The entire existing bridge shall be removed. The first paragraph of Section 15-3.02, "Removal Methods", Standard Specifications shall not apply to bridge removal.

Bridge removal shall include removal of bridge and removal of concrete canal lining between the saw cut lines as shown on the plans as saw cut lining at each limit of the removal.

The contract lump sum price paid for bridge removal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in bridge removal, including concrete canal lining removal, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.11 EARTHWORK. Earthwork shall conform to the provisions in Section 19, "Earthwork", of the Standard Specifications.

The structure backfill shall include all of the volume between the soil side of the removed concrete lining and removed bridge to the new box culvert and/or new retailing walls/wingwalls.

Structure backfill as described in the previous paragraph shall be Aggregate Base, Class 2, 3/4" maximum gradation, and shall be paid for as structure backfill.

Aggregate base, which contains reclaimed material, shall not be used.

All structure backfill shall be compacted to 95% relative compaction as determined by Calif. Test 231 utilizing the nuclear gauge.

The contract "Lump Sum" price paid for structure backfill shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work involved in structure backfill, complete in place, including all backfill on the project, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.13 AGGREGATE BASE. Aggregate Base shall be Class 2, 3/4" maximum gradation and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Special Provisions.

Aggregate base, which contains reclaimed material, shall not be used

10-1.14 ASPHALTIC CONCRETE. Asphaltic concrete shall be Type "A" and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

Asphalt concrete shall be produced from commercial quality asphalt and aggregate.

The spreading and compaction requirements in Section 39-6.02, "Spreading", and 39-6.03, "Compaction", except the next to last paragraph of the Standard Specifications will not apply.

The asphalt concrete shall conform to the following requirements:

- 1. Asphalt concrete shall be produced at a central mixing plant.
- 2. Aggregate shall conform to the half inch maximum, medium grading specified in Section 39-2.02, "Aggregate", of the Standard Specifications.
- 3. The amount of asphalt binder to be mixed with the aggregate shall be between four percent and seven percent by weight of the dry aggregate as determined by the Engineer. The fifth through eighth paragraphs in Section 39-3.03, "Proportioning", of the Standard Specification shall not apply.
- 4. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.
- 5. Compaction shall be performed with a tandem roller weighing not less than eight tons.
- 6. The finished surface shall meet the straightedge requirements of section 39-6.03 "Compacting", of the Standard Specification.

10-1.18 CONCRETE STRUCTURES. Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

The minimum concrete compressive strength for all structures of this project shall be 4000 psi [27.6 mPa].

Concrete compressive strength shall be determined by Calif. Test 521. Calif. Test 521 shall be modified to use ASTM C617, AASHTO T22, or ASTM C1231 for capping at the discretion of the Engineer

The names and numbers painted on the bridge, at the locations shown on the plans, shall be neat stenciled white letters and figures, four inches high painted on a painted blue background, which gives a two inch border on all four sides. All painting shall conform to Section 59-6, "A Painting Concrete", of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Full compensation for providing all painting of names and numbers shall be considered as included in the contract unit price paid for the various classes of concrete, and no additional compensation will be allowed therefore.

- **10-1.19 REINFORCEMENT**. Bar reinforcing steel and welded wire fabric shall conform to the provisions in Sectio 52, "Reinforcement", of the Standard Specifications and these Special Provisions.
- **10-1.20 PLASTIC PIPE**. Plastic pipe shall conform to the provisions in Section 64, "Plastic Pipe", of the Standard Specifications and these Special .

Plastic Pipe shall be 18"[460 mm] diameter and shall be HDPE (Type S) with smooth interior. **10-1.21 REINFORCED CONCRETE PIPE (R.C.P).** Reinforced Concrete Pipe (R.C.P.) shall conform to the Provisions in Section 65, "Reinforced Concrete Pipe", of the Standard Specifications and these Special Provisions.

Reinforced Concrete Pipe (R.C.P.) shall be 18"[460 mm] diameter and shall be of Class II, minimum.

10-1.22 CORRUGATED METAL PIPE (C.M.P). Corrugated Metal Pipe(C.M.P.) shall conform to the Provisions in Section 66, "Corrugated Metal Pipe", of the Standard Specifications and these Special Provisions.

Corrugated Metal Pipe (C.M.P.) shall be 18"[460 mm] diameter and shall conform to the AASHTO Designation M36/M 36M minimum with smooth interior.

10-1.23 MISCELLANEOUS FACILITIES. "Miscellaneous Facilities" shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications; these Special Provisions; and the plans. For purposes of this project/contract "Miscellaneous Facilities" are defined as the following:

- 1. The 18"[460 mm] diameter road culvert and its inlet and outlet structures...
- 2. The relocated irrigation gate valve and piping...
- 3. and the four(4) 4"[100 mm] diameter schedule 80 PVC conduits and their terminal boxes.

The contract lump sum price paid per the items for the 18"[460 mm] road culvert and its inlet and outlet structures as well as the relocated irrigation gate valve and piping shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installation of the 18"[460 mm] road culvert and its inlet and outlet structures as well as the relocated irrigation gate valve and piping in place, including covers, caps, connections to boxes, grate(s), structure excavation, and structure backfill, as shown on the plans, as specified in the Standard Specifications; these Special Provisions; and as directed by the Engineer.

The contract unit price paid per each item for the schedule 80 PVC conduits and their terminal boxes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the installaton of the PVC conduits and their terminal boxes complete, in place, including covers, caps, connections to boxes, grate(s), structure excavation, and structure backfill, as shown on the plans, as specified in the Standard Specifications; these Special Provisions; and as directed by the Engineer.

10-1.24 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 thermoplastic material for traffic stripes shall be applied by extrusion methods in a single uniform layer with a minimum thickness of 0.070-inch[1.78 mm].

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*.

10-1.25 MARKERS AND DELINEATORS. Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these Special Provisions.

Markers and delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions. Flexible posts shall made from a flexible white plastic, which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects, which affect appearance or serviceability.

Reflective sheeting for metal and flexible target plates shall be Type IIA Reflective Sheet as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

Type L-3 Markers shall be place at the end of the rails as directed by the Engineer. Type L-3 Marker shall remain in place and shall become the property of the County.

Full compensation for Type L-3 Markers shall be considered as included in the contract price paid per linear foot for metal beam guard rail, and no separate payment will be made therefore.

10-1.26 STRUCTURAL STEEL TUBULAR HAND RAILING. The Structural Steel Tubular Hand Railing shall conform to the provisions in Section 83-1, "Railings" of Section 83, "Railing and Barriers" of the Standard Specifications; the Standard Plans Sheet B11-51, "Tubular Hand Railing"; the Project Plans; and these Special Provisions.

The spacing between the top rails and the intermediate rails shall be such that a sphere of 6" [150 mm] in diameter cannot pass between successive rails.

The connection of the vertical elements of the hand rail to the **wingwall portions** of the inlet or outlet structure shall be as shown in the "Post Anchorage Details", of Standard Plans Sheet B11-51, with the exception that the four(4) each vertical #4[13 mm] bars shown shall be a minimum of 2'-6"[762 mm] in length. The connection of the vertical elements of the hand rail to the **headwall portions** of the inlet/outlet structures shall be as specified in Detail D/7 of the approved plans.

The finish on the Structural Steel Tubular Hand Railing is to be of a "powder coating" type finish, the color of which is to match the gates that are to be installed on the canal bank roads, said color to be determined at the such time as the shop drawings are approved.

Shop drawings of the Tubular Steel Hand Railing shall be submitted for approval prior to railings' installation on the headwalls.

The contract "Lump Sum" price for the Structural Steel Tubular Hand Railing shall include full compensation for furnishing all labor, material, tools equipment, and incidentals, and for completing all the work required to install the Steel Metal Tubular Hand Railing as shown on the Project Plans; as specified on the Standard Plans Sheet B11-51; and as directed by the Engineer.

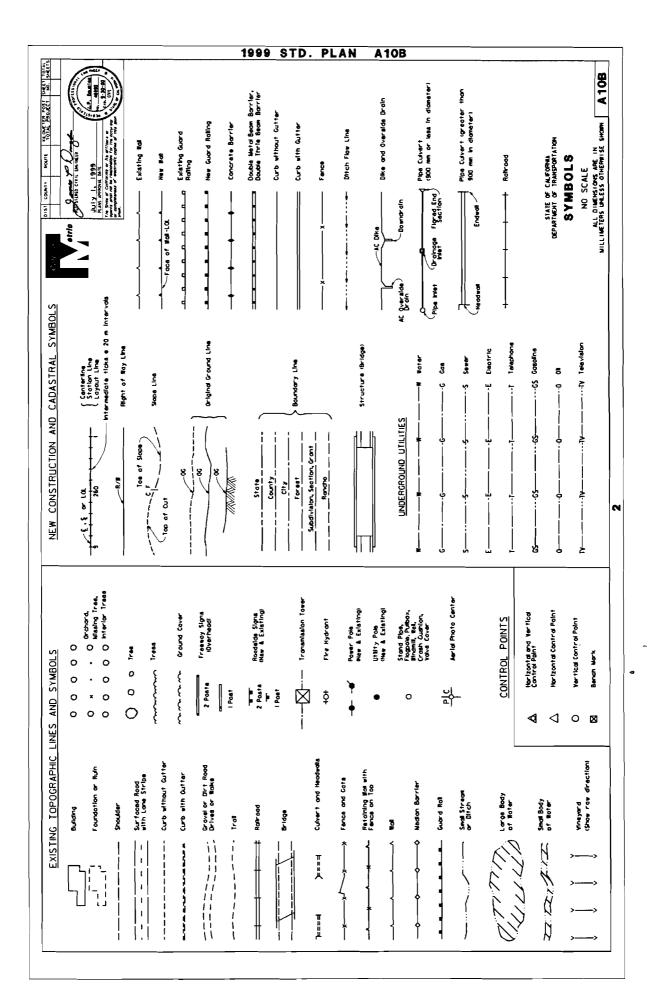
10-1.27 STRUCTURAL STEEL TUBULAR METAL GATES. The Structural Steel Tubular Metal Gates shall be of the type and installed as shown in the approved project plans.

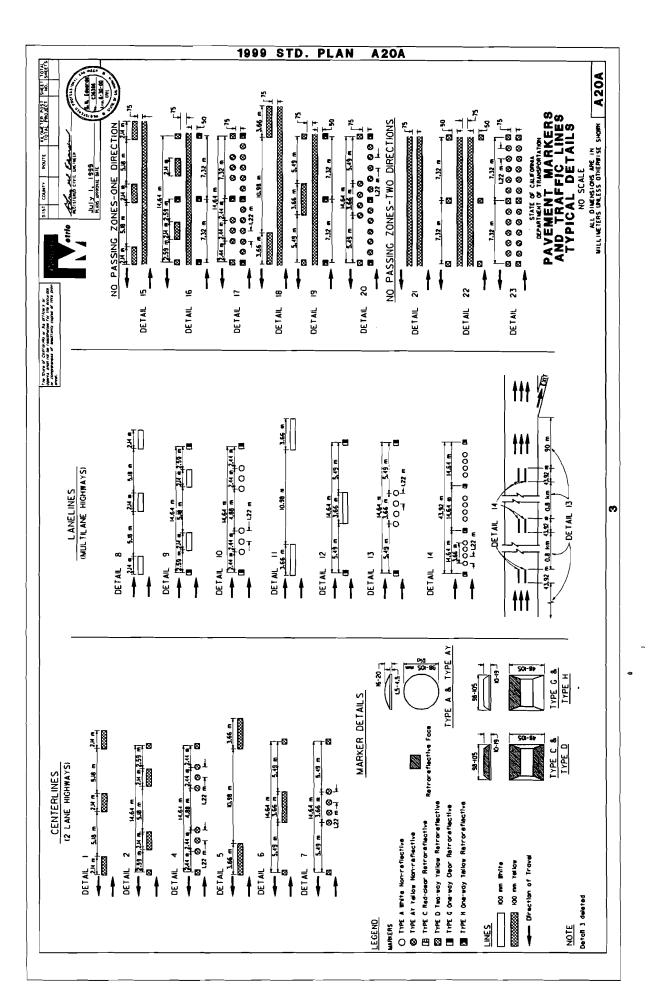
The contract "Lump Sum" price for the Structural Steel Tubular Metal Gates shall include full compensation for furnishing all labor, material, tools equipment, and incidentals, and for completing all the work required to install the Structural Steel Tubular Metal Gates as shown on the Project Plans and as directed by the Engineer.

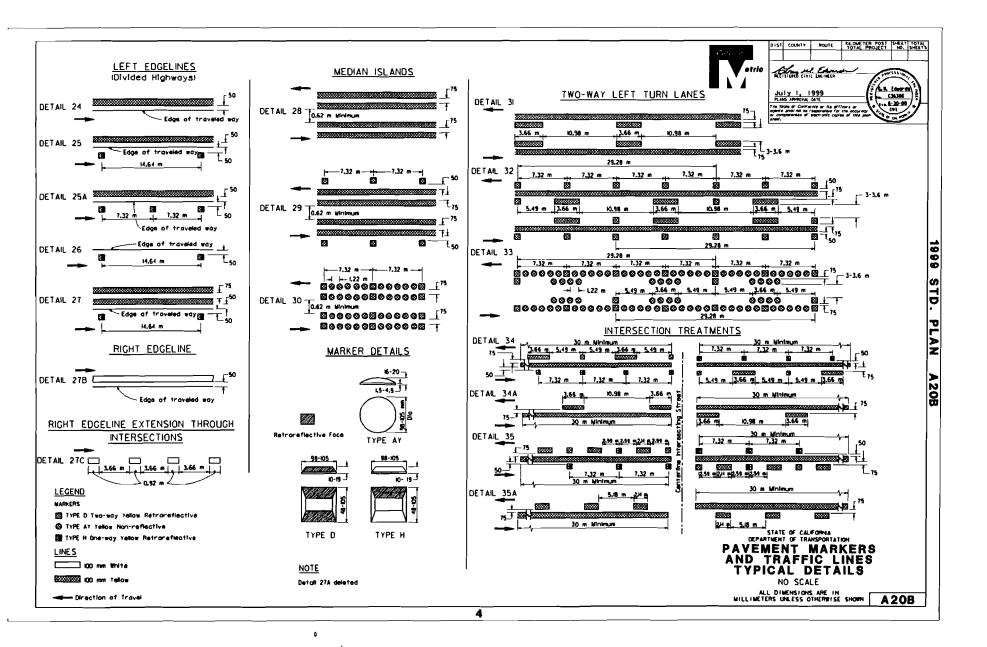
APPLICABLE STANDARD PLANS AND DETAILS

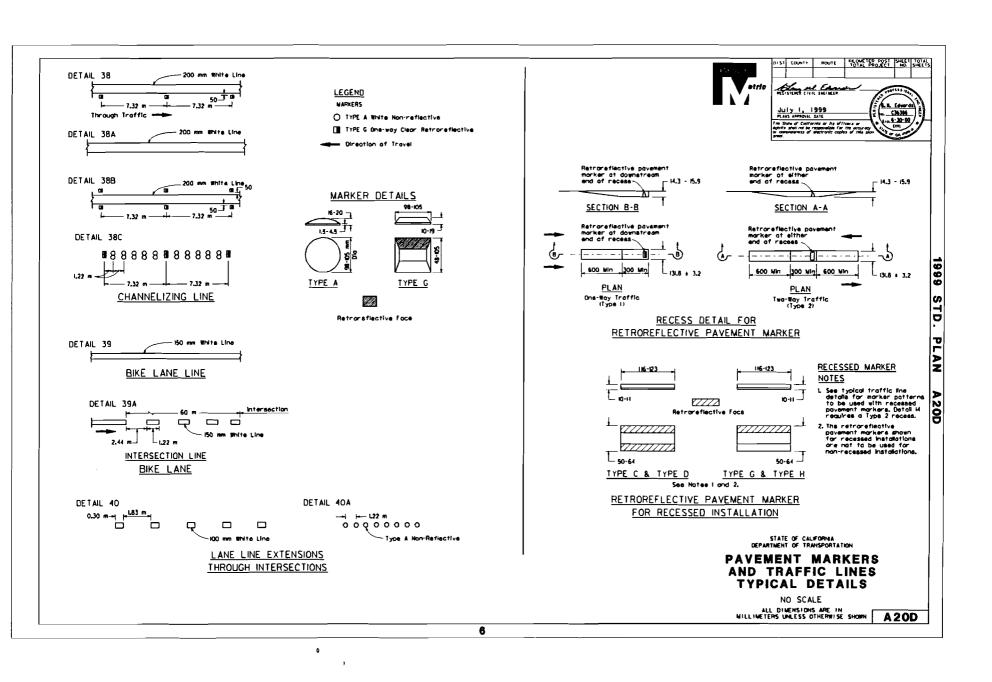
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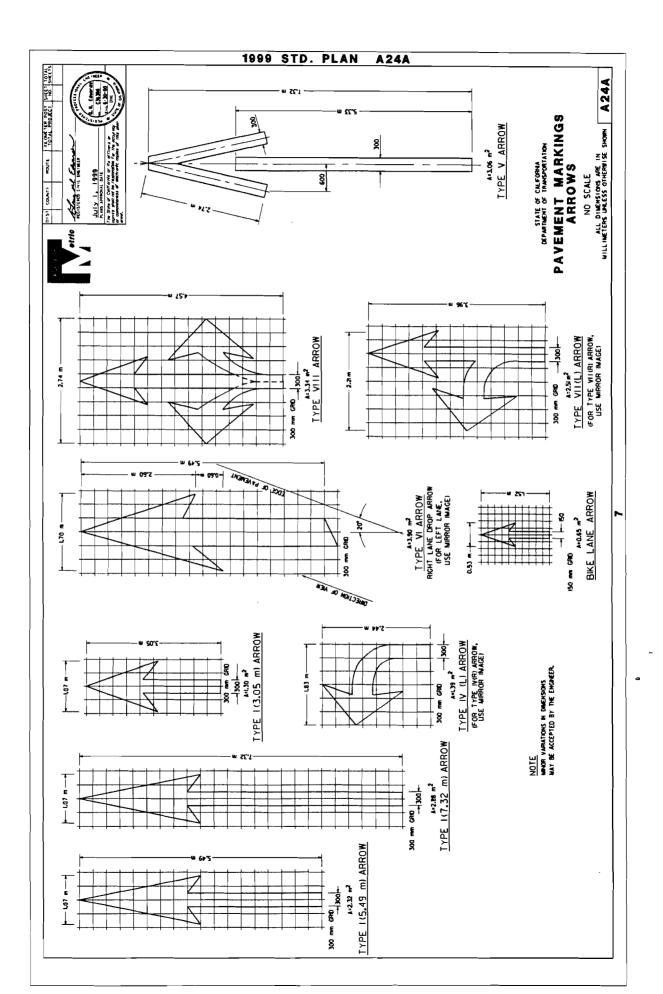
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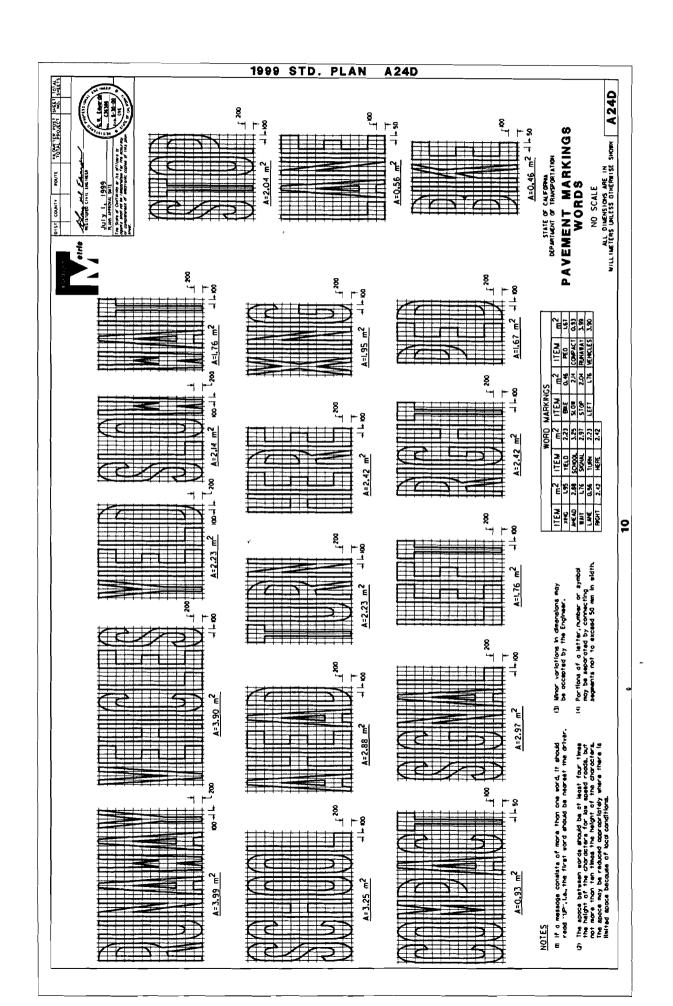


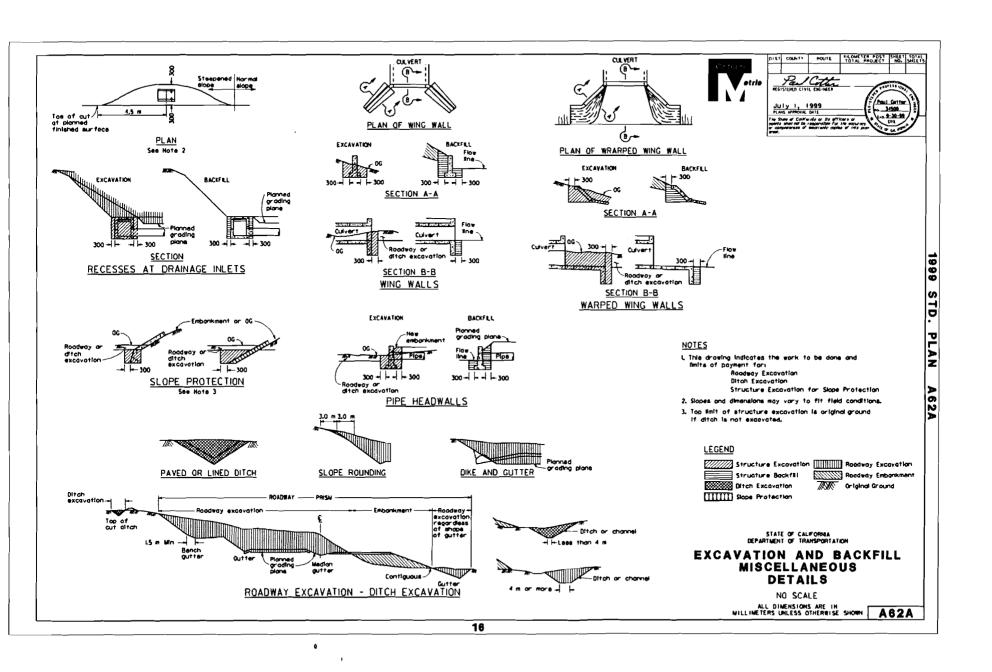


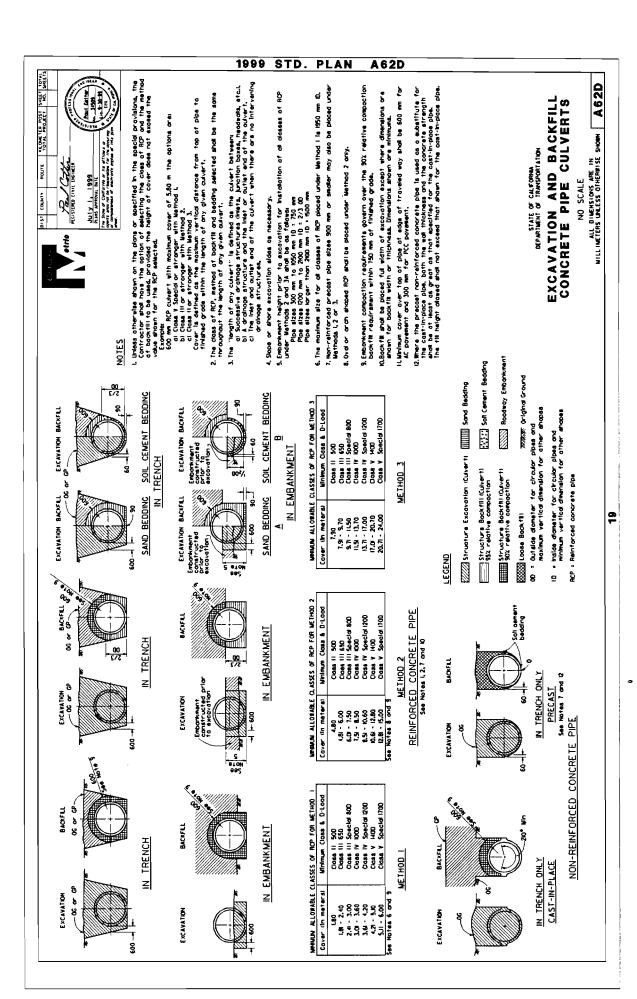


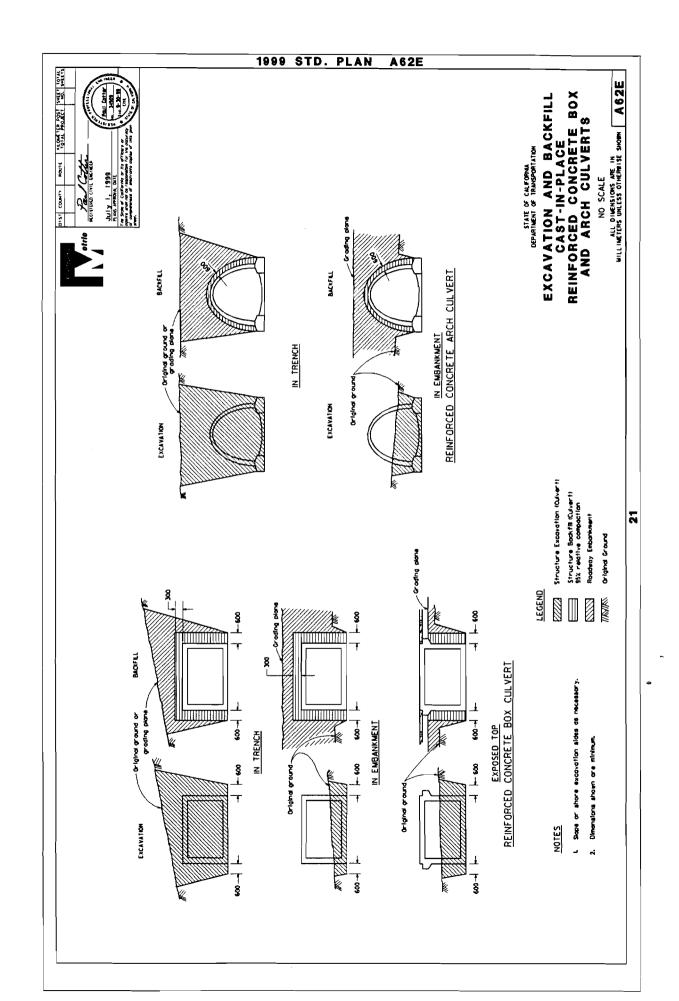


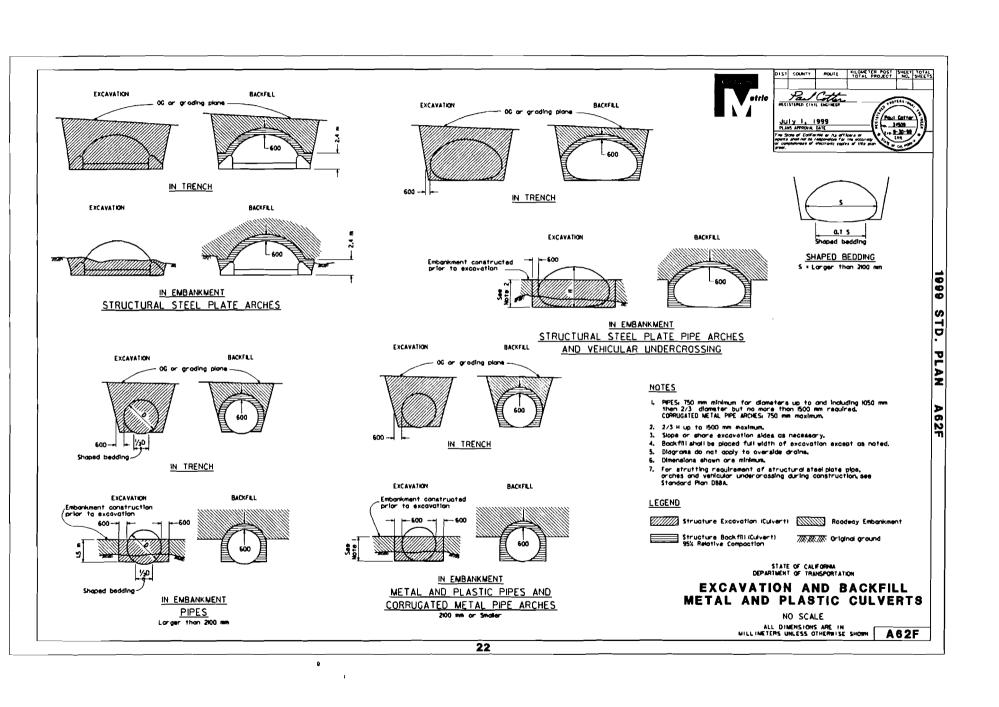


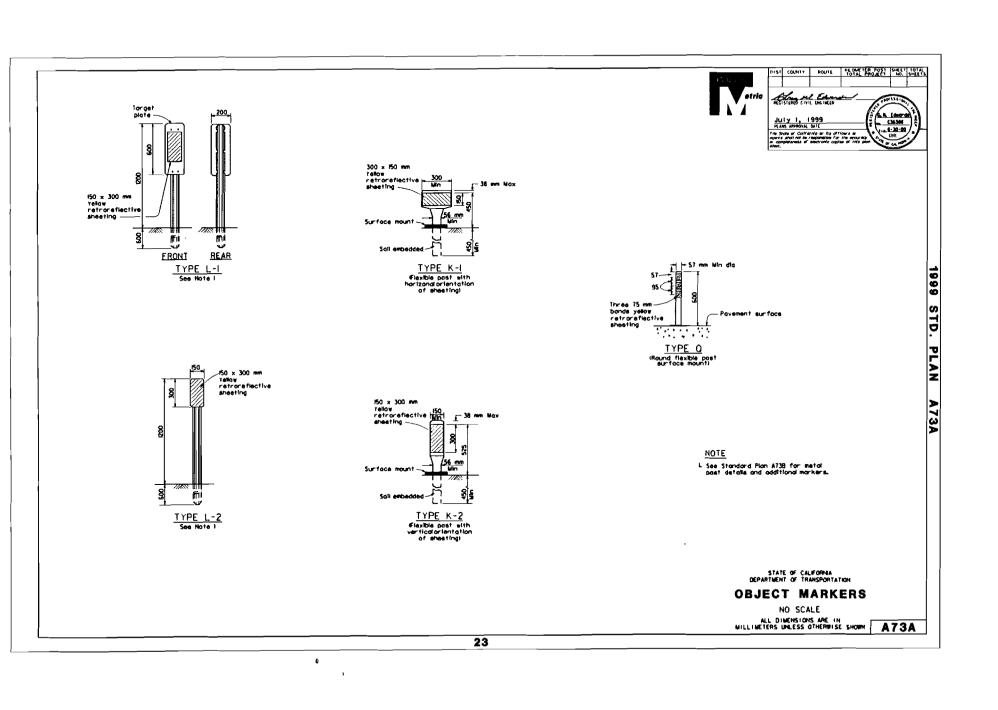


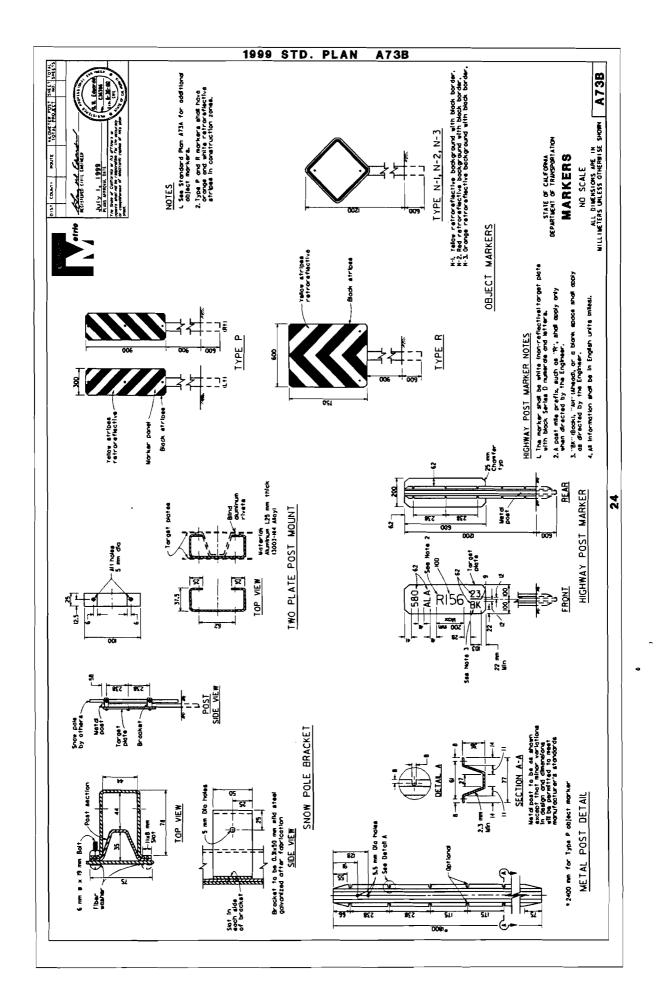


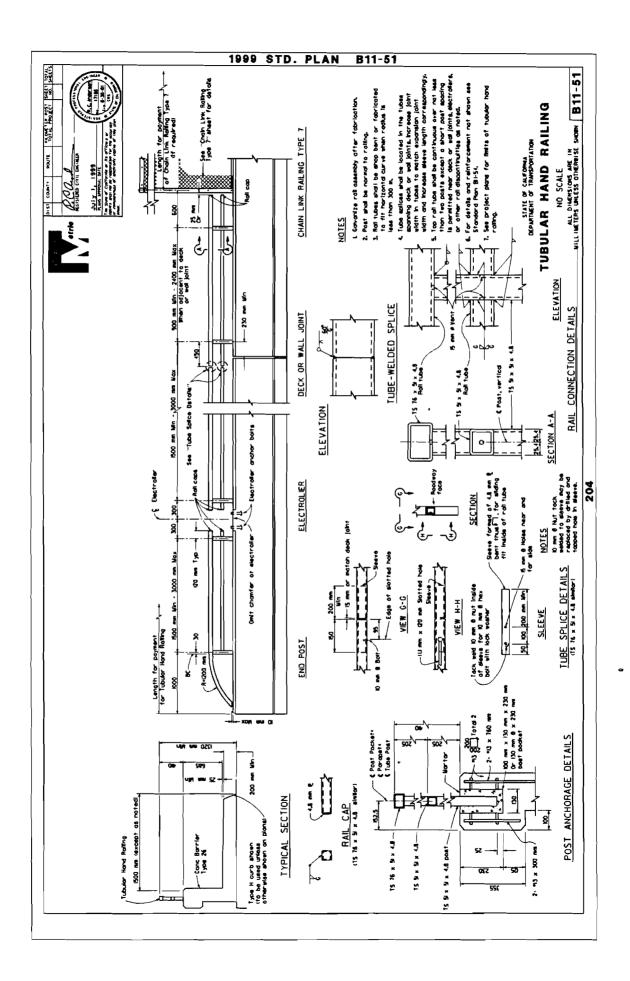


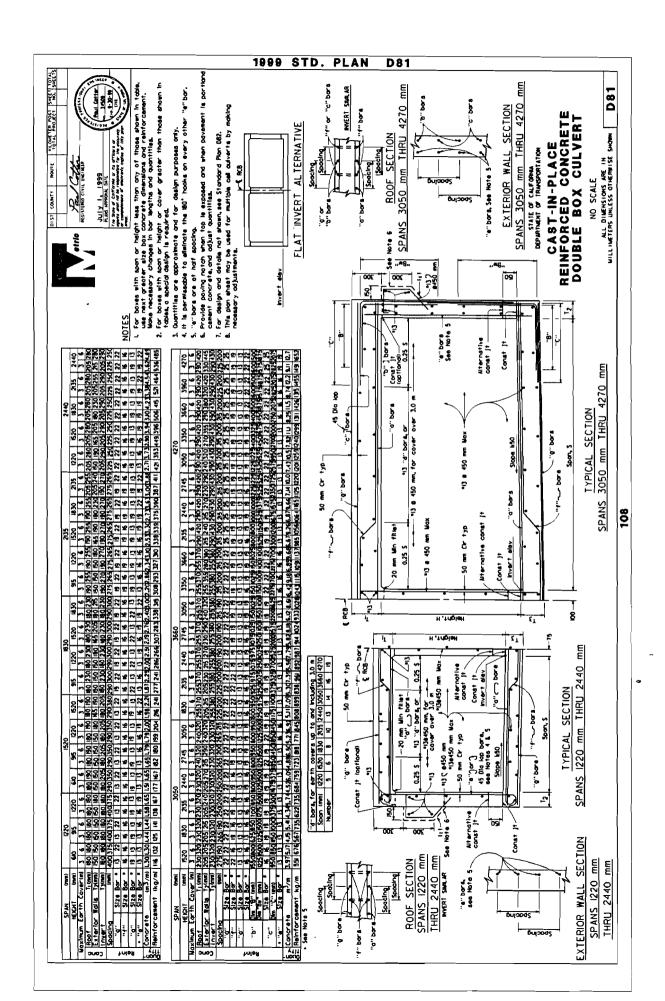




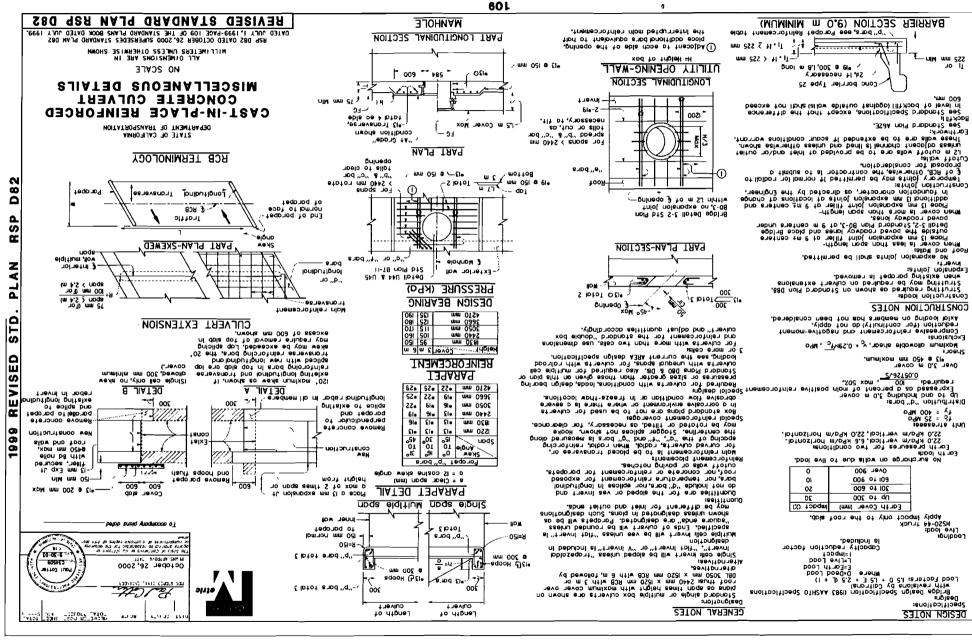


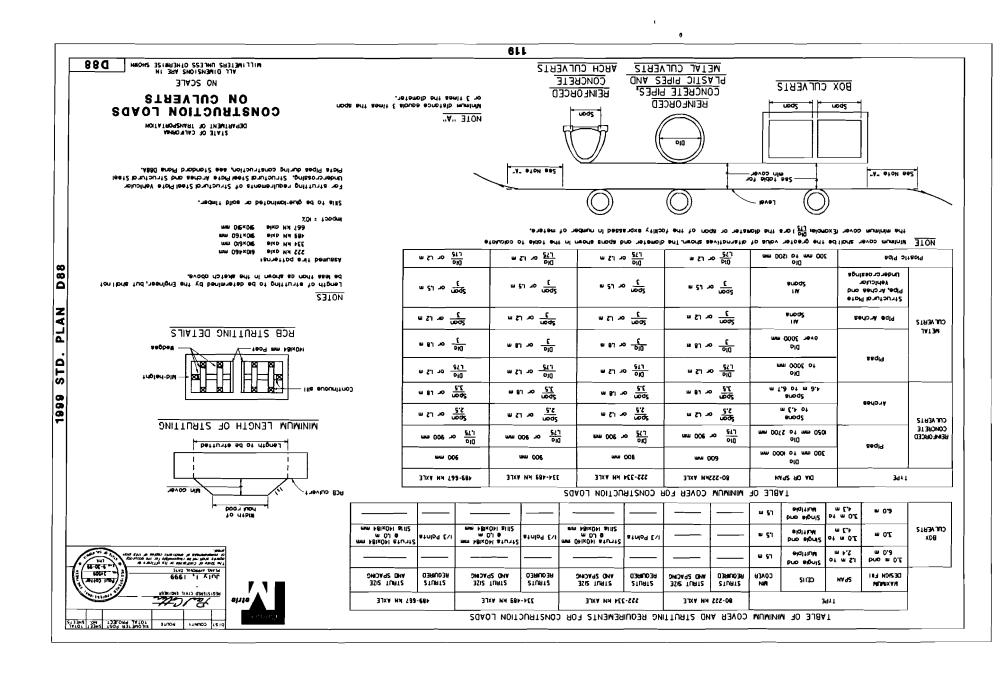






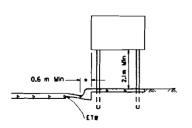












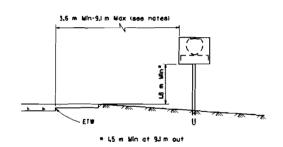
. 0.3 m Min where lateral clearance limited

URBAN LOCATIONS

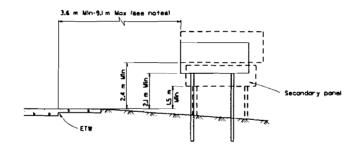
RURAL LOCATIONS

3.6 m Min-9.1 m Nox (see notes)

CONVENTIONAL HIGHWAYS AND INTERCHANGE AREAS



REGULATORY AND WARNING SIGNS
AND ROUTE SHIELDS



GUIDE SIGNS

FREEWAY AND EXPRESSWAY LOCATIONS

NOTES

When clear roadside recovery areas are provided, signs shall be placed as for from the edge of traveled way as possible, up to a maximum of 9.1 m. When possible they shall be placed in pratected locations.

Signs in medians shall be placed at midpoint of median up to a maximum distance of 9J m from edge of traveled way. When appropriate, signs for apposing directions shall be placed back to back.

ETW = Edge of Traveled Way

STATE OF CALFORNA DEPARTMENT OF TRANSPORTATION

ROADSIDE SIGN TYPICAL INSTALLATION DETAILS NO. 1

NO SCALE

ALL DIMENSIONS ARE IN NILLIMETERS UNLESS OTHERWISE SHOWN

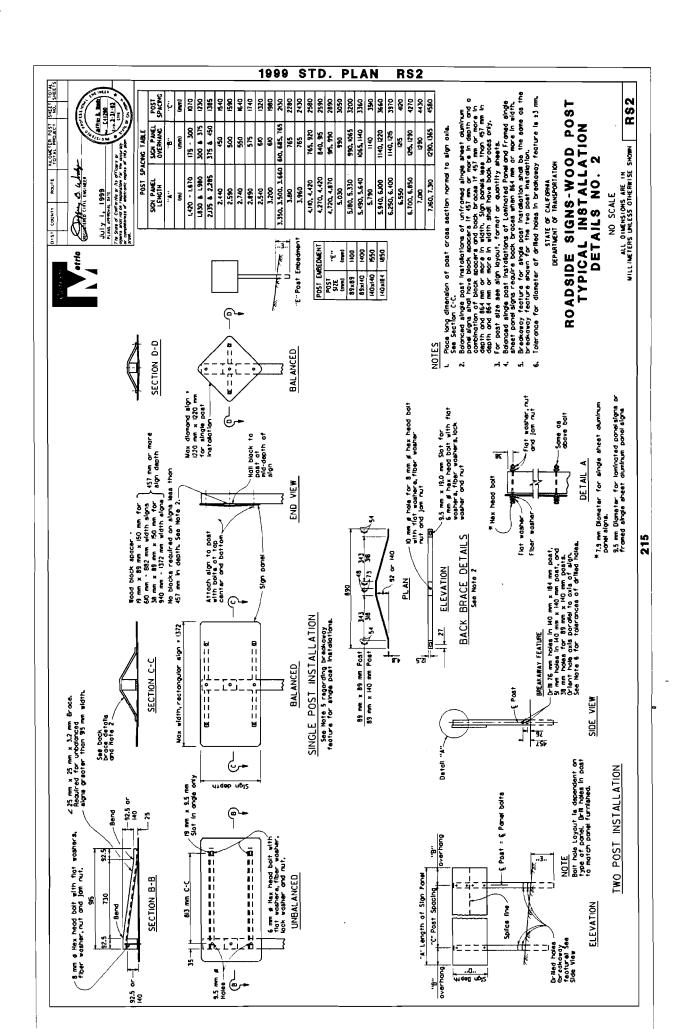
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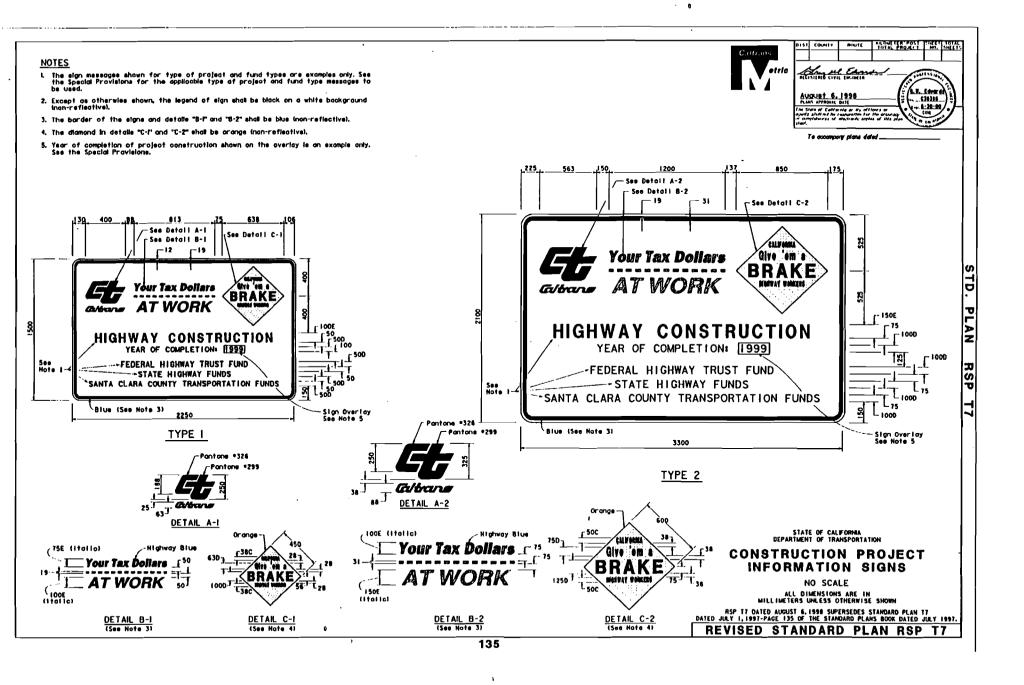
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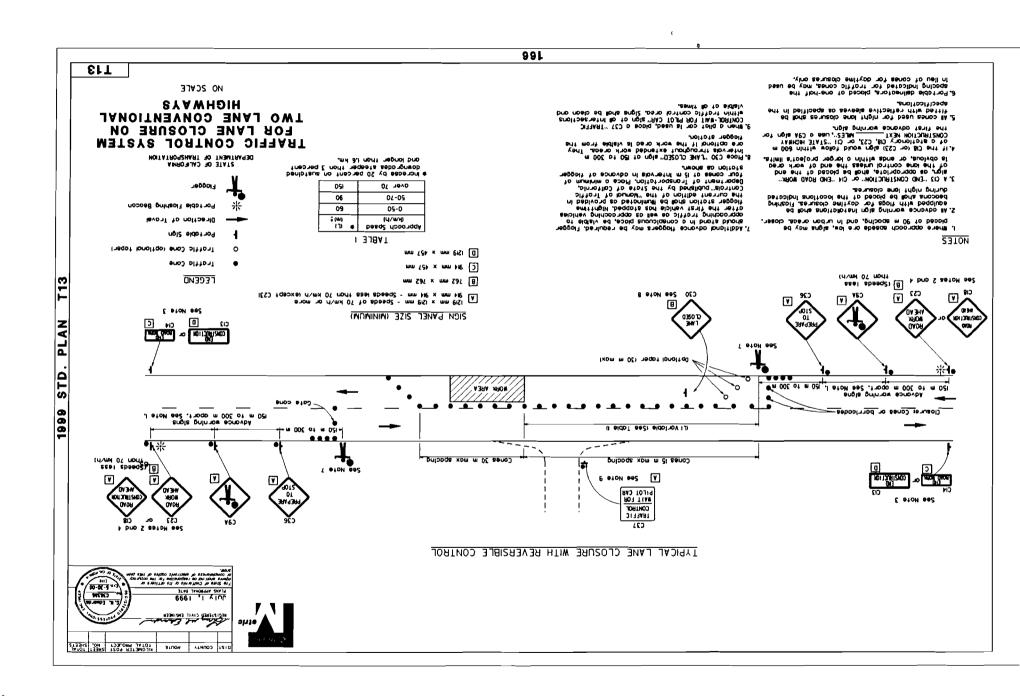
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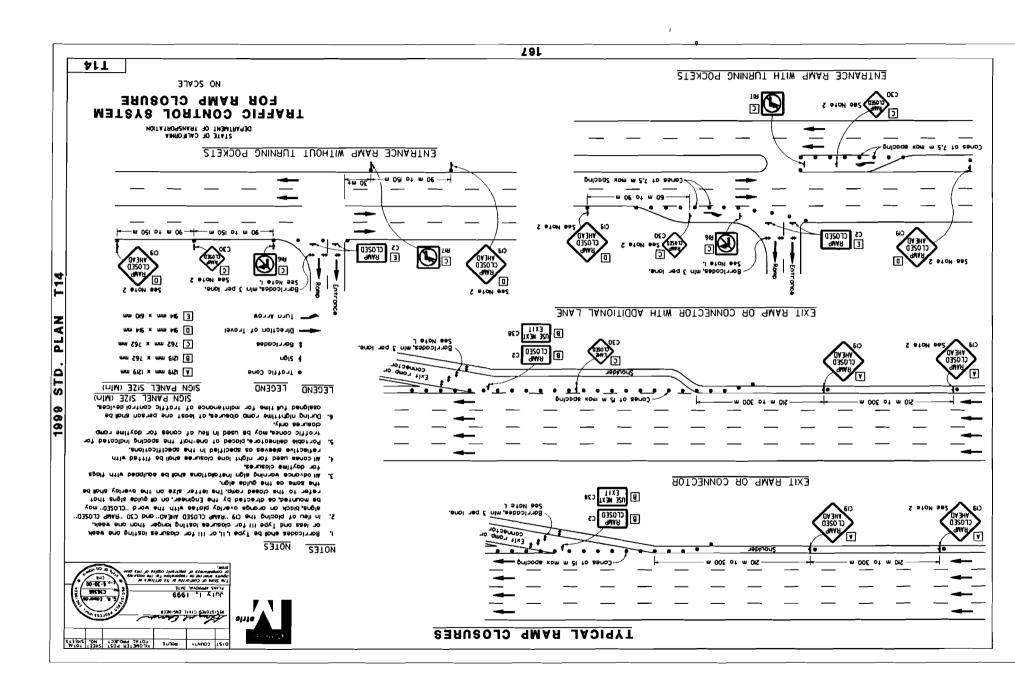
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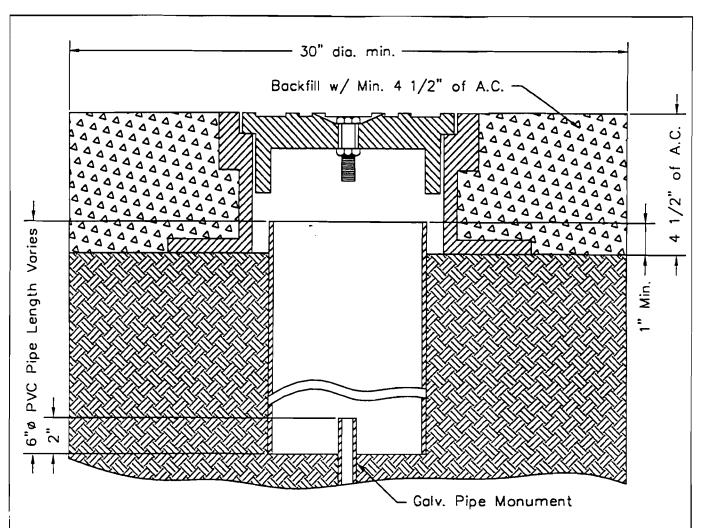
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NOTES:

- Monument box shall resemble cast iron cover in detail 1—E2 or approved equal.
- 2. Monument cover shall be marked "MONUMENT".
- 3. The monument shall be a new 3/4 inch X 24 inch long galvanized iron pipe.
- 4. The monument shall be tagged as required by the State of California Land Surveyor's Act.
- 5. The monument shall be capped with a survey marker identifying the monument.

6. All government corners shall be 2 inch X 24 inch galvanized iron pipe with identification cap. The County will provide pipe and cap upon request.

DIRECTOR OF PUBLIC WORKS

APPROVED

DATE UN 9 1998

IMPROVEMENT STANDARDS STANISLAUS COUNTY

ROAD MONUMENT SHEET 1 OF 2

PLATE 1-E1

