

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

DEPT: Public Works

BOARD AGENDA # *C-5

Urgent Routine

AGENDA DATE October 21, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award Contract to Clyde Wheeler Pipeline, Inc., of Oakdale, California, for the Irrigation Relocation for McHenry Avenue at Ladd Road Project

STAFF RECOMMENDATIONS:

1. Award contract in the amount of \$379,975 to Clyde Wheeler Pipeline, Inc., of Oakdale, California, for the construction of the Irrigation Relocation for McHenry Avenue at Ladd Road Project.
2. Authorize the Director of Public Works to execute a contract with Clyde Wheeler Pipeline, Inc. for \$379,975 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project in the amount of \$475,975 (\$379,975 contract, \$38,000 construction quality assurance, \$20,000 material testing, \$38,000 contract change orders and contingencies) will be satisfied with funds available from Regional Transportation Impact Fees (RTIF). There will be no impact to the Stanislaus County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-727

On motion of Supervisor Grover, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Award Contract to Clyde Wheeler Pipeline, Inc., of Oakdale, California, for the Irrigation Relocation for McHenry Avenue at Ladd Road Project

4. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
5. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.

DISCUSSION:

In June 2004, the Board of Supervisors awarded a contract to Wood Rodgers for engineering, environmental, and right-of-way acquisition services for the Ladd Road at McHenry Avenue Intersection Improvements. The intersection improvements include the addition of travel lanes and traffic signals in all four directions. In advance of the intersection improvements, it is necessary to extend a Modesto Irrigation District irrigation canal crossing at McHenry Avenue and relocate an irrigation line to the north and south of the canal.

In July 2007, a Notice of Determination was filed with the County Clerk Recorder's Office that the McHenry Avenue at Ladd Road Project was in compliance with Section 21108 or 21152 of the Public Resource Code and the Mitigated Negative Declaration document pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15074(B) was adopted.

On June 30, 2008, the Design Division of the Department of Public Works certified that all necessary rights-of-way have been obtained to complete the project.

On August 5, 2008, the Board of Supervisors approved and adopted the plans and specifications for the Irrigation Relocation for McHenry Avenue at Ladd Road Project and directed the Clerk to publish the notice inviting bids.

On September, 17, 2008, thirteen sealed bids were received, publicly read and opened. A summary of the bids follows:

CONTRACTOR	BID
Clyde Wheeler Pipeline	\$379,975.00
Preston Pipelines	\$392,350.00
Mozingo Construction	\$397,700.00
Allen A. Waggoner Construction	\$408,685.00
Mountain Cascade, Inc.	\$417,875.00

Approval to Award Contract to Clyde Wheeler Pipeline, Inc., of Oakdale, California, for the Irrigation Relocation for McHenry Avenue at Ladd Road Project

Knife River Construction	\$425,700.00
Floyd Johnston Construction	\$426,993.00
D.A. Wood Construction	\$437,437.00
Teichert Construction	\$464,065.00
Mid-Cal Pipeline	\$481,850.00
Rolfe Construction	\$525,100.00
Donniker Construction	\$525,350.00
J&M Inc.	\$612,740.00

The engineer's estimate for the budget of the project is \$591,617.50. The Department of Public Works requests that the Board of Supervisors award the contract to the lowest bidder, Clyde Wheeler Pipeline, in the amount of \$379,975.

POLICY ISSUES:

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system. Furthermore, the Board should decide if it should authorize the Director of Public Works to issue change orders in accordance with Public Contract Code, Section 20142.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CB:la

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AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description	Transfer budget to irrigation Relocation at McHenry Ave at Ladd Project	
Period	JUL-08 to JUN-09	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	63280	9709	0	0.0	475,975.00				
2	1102	40310	63280	0	0	0.0		475,975.00			
3	1102	40310	46615	0	0	0.0	475,975.00				
4	1102	40310	46615	9709	0	0.0		475,975.00			
5						0					
6						0					
7						0					
8						0					
9						0					
10						0					
11						0					
12						0					
13						0					
14						0					
15						0					
16						0					
17						0					
18						0					
19						0					
20						0					
21						0					
22						0					
23						0					
24						0					
25						0					
Totals							951,950.00	951,950.00			

Transfer budget to irrigation Relocation at McHenry Ave at Ladd Project

Requesting Department		CEO		Auditors Office Only	
Sharon Andrews					
Signature		Signature		Prepared By	Admin Approval (\$75K+)
10/7/08		10/10/08			10/9/08
Date		Date		Date	Date

Contact Person & Phone Number

AUDITOR-CONTROLLER STANDARD JOURNAL VOUCHER


BATCH SCREEN

Batch
 Period
 Description

JOURNAL SCREEN

Journal
 Category
 Balance Type A = Actual or E = Encumbrance
 Description
 Control Total

Line	Coding Structure							Debit	Credit	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6				
1	2400	61270	85850	0	0	0.0	475,975.00			
2	1102	40310	46615	9709	0	0.0		475,975.00		
3						0				
4						0				
5						0				
6						0				
7						0				
8						0				
9						0				
10						0				
11						0				
12						0				
13						0				
14						0				
15						0				
16						0				
17						0				
18						0				
19						0				
20						0				
21						0				
22						0				
23						0				
24						0				
25						0				
26						0				
27						0				
Totals								475,975.00	475,975.00	

Explanation: Transfer funds from RTIF to Irrigation Relocation for McHenry Ave at Ladd Road Project

Departments Outside Auditors' Office		Auditors Office Only	
SHARON ANDREWS <i>[Signature]</i> Prepared by 10/7/08 Date	<i>[Signature]</i> Supervisor's Approval 10/8/08 Date	<i>[Signature]</i> Prepared By 10/9/08 Date	Admin Apprval (\$75K+) 10/9/08 Date

**STANISLAUS COUNTY PUBLIC WORKS
ENGINEERING DIVISION
1716 MORGAN ROAD
MODESTO, CA 95358**

TRANSMITTAL

Date: November 20, 2008
To: Suzi Seibert, Assistant Clerk of the Board
Re: Attachments for Item *C-5, October 21, 2008
From: Linda Allsop, Morgan Road
209-525-4157

Hi Suzi:

Enclosed are the attachments for Item *C-5, October 21, 2008.

Approval to Award Contract to Clyde Wheeler Pipeline, Inc., of Oakdale, California, for the Irrigation Relocation for McHenry Avenue at Ladd Road Project

- Agreement with Clyde Wheeler Pipeline, Inc.
- Bid Results
- Bids

Have a good day!

AGREEMENT

THIS AGREEMENT, dated this **21st** day of **October, 2008**, by and between **Clyde Wheeler Pipeline, Inc.**, whose place of business is located at **509 Hi-Tech Parkway, Oakdale, California 95361** ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2008-127 adopted on the **21st** day of **October, 2008** awarded to Contractor the following Contract:

CONTRACT NUMBER 2008-6

Irrigation Relocation For McHenry Avenue At Ladd Road

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

Article 1. Work

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

Article 2. Architect/Engineer and Project Manager

- 2.1 Wood Rodgers designed the Project and furnished the Plans and Specifications. Wood Rodgers shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated Construction Administration as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

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

Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Fifty (50) Working Days from the date when the Contract Time commences to run as provided in General Conditions.

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

- 3.2.1 Two thousand five hundred dollars (\$2,500.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

- 3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

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

Article 5. Contractor's Representations

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

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

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

- Notice of Award
- Agreement
- Notice to Proceed
- Special Provisions
- Construction Performance Bond
- Construction Labor and Material Payment Bond
- General Conditions
- Supplementary General Conditions
- Addenda
- Construction Details
- Drawings
- Encroachment Permit [If applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in General Conditions.

Article 7. Indemnity

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

directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

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

Article 8. Miscellaneous

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

- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in General Conditions, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

Article 9. Warranty/Guaranty


9.1 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 there from which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. The Director of the Department of Public Works shall decide all questions arising under this Article.

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


COUNTY OF STANISLAUS


CLYDE WHEELER PIPELINE, INC.

By: 
Matthew Machado, Director of Public Works

By: 
Its: President
Title (If Corporation: Chairman, President or Vice President)

APPROVED AS TO FORM
John P. Doering, County Counsel

By: 
Thomas E. Boze, Deputy County Counsel

By: 
Its: Corp Secretary
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

COUNTY RESOLUTION NO. 2008-727

END OF DOCUMENT

STANISLAUS COUNTY PUBLIC WORKS DEPARTMENT

IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD ROAD

STANISLAUS COUNTY				Engineer's Estimate		Clyde Wheeler Pipelines		Preston Pipelines		Mozingo Construction		AAW Construction	
NO.	ITEM	QUANTITY	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$6,225.00	\$6,225.00	\$3,670.00	\$3,670.00
2	WATER POLLUTION CONTROL	1	LS	\$13,000.00	\$13,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$6,943.00	\$6,943.00
3	CLEARING AND GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$8,800.00	\$8,800.00	\$23,059.00	\$23,059.00
4	IMPORTED BORROW (For backfill of Canal)	100	CY	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$10.50	\$1,050.00	\$20.00	\$2,000.00	\$41.00	\$4,100.00
5	REMOVE IRRIGATION FACILITIES	1	LS	\$55,000.00	\$55,000.00	\$28,000.00	\$28,000.00	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00	\$10,013.00	\$10,013.00
6	8'x8' CONTROL BOX WITH WING WALL	1	LS	\$61,000.00	\$61,000.00	\$48,500.00	\$48,500.00	\$63,000.00	\$63,000.00	\$60,000.00	\$60,000.00	\$46,204.00	\$46,204.00
7	8'x5' CONTROL BOX	2	EA	\$19,500.00	\$39,000.00	\$23,000.00	\$46,000.00	\$23,000.00	\$46,000.00	\$24,000.00	\$48,000.00	\$22,631.00	\$45,262.00
8	HORSESHOE VALVE	2	EA	\$3,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$5,740.00	\$11,480.00
9	CONCRETE PIPE COLLARS	2	EA	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$1,597.00	\$3,194.00
10	24" PVC PIPE	25	LF	\$90.00	\$2,250.00	\$85.00	\$2,125.00	\$180.00	\$4,000.00	\$125.00	\$3,125.00	\$121.00	\$3,025.00
11	36" CL III RCP	1,700	LF	\$150.00	\$255,000.00	\$93.00	\$158,100.00	\$96.00	\$163,200.00	\$105.00	\$178,500.00	\$110.00	\$187,000.00
12	54" CL V RCP	50	LF	\$250.00	\$12,500.00	\$410.00	\$20,500.00	\$280.00	\$14,000.00	\$275.00	\$13,750.00	\$220.00	\$11,000.00
13	10" STEEL AIR VENT	80	LF	\$50.00	\$4,000.00	\$110.00	\$8,800.00	\$105.00	\$8,400.00	\$85.00	\$6,800.00	\$103.00	\$8,240.00
14	CLSM BACKFILL	15	CY	\$30.00	\$450.00	\$200.00	\$3,000.00	\$130.00	\$1,950.00	\$90.00	\$1,200.00	\$121.00	\$1,815.00
15	ASPHALT CONCRETE (TYPE A)	14	TON	\$125.00	\$1,750.00	\$750.00	\$10,500.00	\$426.00	\$6,950.00	\$250.00	\$3,500.00	\$520.00	\$7,280.00
16	CONCRETE CANAL TIE-IN	1	LS	\$1,000.00	\$1,000.00	\$9,500.00	\$9,500.00	\$7,300.00	\$7,300.00	\$6,500.00	\$6,500.00	\$8,340.00	\$8,340.00
17	TEMPORARY RAILING (TYPE K)	300	LF	\$30.00	\$9,000.00	\$9.00	\$2,700.00	\$20.00	\$6,000.00	\$15.00	\$4,500.00	\$29.00	\$8,700.00
18	CONSTRUCTION AREA SIGNS	1	LS	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,505.00	\$1,505.00
19	TRAFFIC CONTROL	1	LS	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$8,307.00	\$8,307.00
20	36" CONCRETE PIPE PLUG	1	EA	\$1,500.00	\$1,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$323.00	\$323.00
21	WELL ABANDONMENT	1	LS	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$9,225.00	\$9,225.00
	15% Contingency				\$77,187.50								
	TOTAL				\$591,617.50		\$378,975.00		\$392,350.00		\$397,700.00		\$408,685.00

Mountain Cascade, Inc.		Knife River Construction		Floyd Johnston Const		DA Wood Construction		Telchert Construction		Mid-Cal Pipeline		Roife Construction	
PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
\$5,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$20,095.00	\$20,095.00	\$5,100.00	\$5,100.00	\$45,000.00	\$45,000.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00
\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$12,000.00	\$12,000.00	\$16,950.00	\$16,950.00	\$3,000.00	\$3,000.00	\$5,800.00	\$5,800.00
\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$21,925.00	\$21,925.00	\$5,200.00	\$5,200.00	\$8,900.00	\$8,900.00	\$22,000.00	\$22,000.00	\$48,000.00	\$48,000.00
\$260.00	\$25,000.00	\$38.00	\$3,800.00	\$46.00	\$4,600.00	\$50.00	\$5,000.00	\$13.00	\$1,300.00	\$30.00	\$3,000.00	\$110.00	\$11,000.00
\$35,000.00	\$35,000.00	\$17,000.00	\$17,000.00	\$44,385.00	\$44,385.00	\$34,000.00	\$34,000.00	\$51,350.00	\$51,350.00	\$75,000.00	\$75,000.00	\$16,000.00	\$16,000.00
\$50,000.00	\$50,000.00	\$54,000.00	\$54,000.00	\$48,490.00	\$48,490.00	\$44,000.00	\$44,000.00	\$43,750.00	\$43,750.00	\$50,000.00	\$50,000.00	\$44,000.00	\$44,000.00
\$18,000.00	\$36,000.00	\$26,000.00	\$52,000.00	\$11,780.00	\$23,520.00	\$23,000.00	\$46,000.00	\$20,800.00	\$41,200.00	\$26,300.00	\$52,600.00	\$23,500.00	\$47,000.00
\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$2,500.00	\$5,000.00	\$5,600.00	\$11,200.00	\$2,775.00	\$5,550.00	\$6,000.00	\$12,000.00	\$10,000.00	\$20,000.00
\$1,000.00	\$2,000.00	\$1,900.00	\$3,800.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$2,275.00	\$4,550.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
\$125.00	\$3,125.00	\$130.00	\$3,250.00	\$111.00	\$2,775.00	\$140.00	\$3,500.00	\$155.00	\$3,875.00	\$100.00	\$2,500.00	\$200.00	\$5,000.00
\$100.00	\$170,000.00	\$108.00	\$180,200.00	\$112.00	\$190,400.00	\$120.00	\$204,000.00	\$97.00	\$184,900.00	\$120.00	\$204,000.00	\$135.00	\$229,500.00
\$250.00	\$12,500.00	\$225.00	\$11,250.00	\$280.00	\$13,000.00	\$313.00	\$15,650.00	\$390.00	\$19,500.00	\$200.00	\$10,000.00	\$450.00	\$22,500.00
\$150.00	\$12,000.00	\$117.00	\$9,360.00	\$125.00	\$10,000.00	\$82.00	\$6,560.00	\$95.00	\$7,600.00	\$100.00	\$8,000.00	\$200.00	\$16,000.00
\$150.00	\$2,250.00	\$150.00	\$2,250.00	\$98.00	\$1,470.00	\$103.00	\$1,545.00	\$78.00	\$1,140.00	\$300.00	\$4,500.00	\$300.00	\$4,500.00
\$400.00	\$5,600.00	\$285.00	\$3,990.00	\$290.00	\$4,080.00	\$440.00	\$6,160.00	\$375.00	\$5,250.00	\$275.00	\$3,850.00	\$800.00	\$11,200.00
\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$2,985.00	\$2,985.00	\$4,400.00	\$4,400.00	\$6,700.00	\$6,700.00	\$10,400.00	\$10,400.00	\$11,500.00	\$11,500.00
\$50.00	\$15,000.00	\$27.00	\$8,100.00	\$29.00	\$8,400.00	\$25.00	\$7,500.00	\$24.50	\$7,350.00	\$12.00	\$3,600.00	\$12.00	\$3,600.00
\$2,000.00	\$2,000.00	\$2,900.00	\$2,900.00	\$2,590.00	\$2,590.00	\$2,000.00	\$2,000.00	\$2,900.00	\$2,900.00	\$2,500.00	\$2,500.00	\$1,400.00	\$1,400.00
\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$9,995.00	\$9,995.00	\$8,722.00	\$8,722.00	\$16,850.00	\$16,850.00	\$1,900.00	\$1,900.00	\$7,000.00	\$7,000.00
\$400.00	\$400.00	\$2,800.00	\$2,800.00	\$253.00	\$253.00	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$7,950.00	\$7,950.00	\$8,900.00	\$8,900.00	\$8,300.00	\$8,300.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00
	\$417,875.00		\$425,700.00		\$428,993.00		\$437,437.00		\$464,065.00		\$481,850.00		\$525,100.00

Donniker Construction		J&M Inc.	
PRICE	TOTAL	PRICE	TOTAL
\$15,000.00	\$15,000.00	\$17,427.00	\$17,427.00
\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
\$8,500.00	\$8,500.00	\$38,078.00	\$38,078.00
\$110.00	\$11,000.00	\$54.00	\$5,400.00
\$35,000.00	\$35,000.00	\$84,445.00	\$84,445.00
\$60,000.00	\$60,000.00	\$40,358.00	\$40,358.00
\$21,500.00	\$43,000.00	\$27,732.00	\$55,484.00
\$5,500.00	\$11,000.00	\$4,220.00	\$8,440.00
\$1,250.00	\$2,500.00	\$2,300.00	\$4,600.00
\$225.00	\$5,625.00	\$508.00	\$12,700.00
\$150.00	\$255,000.00	\$139.00	\$238,300.00
\$480.00	\$23,000.00	\$425.00	\$21,250.00
\$85.00	\$8,800.00	\$188.00	\$14,880.00
\$225.00	\$3,375.00	\$352.00	\$5,280.00
\$575.00	\$8,060.00	\$238.00	\$3,332.00
\$4,000.00	\$4,000.00	\$8,200.00	\$8,200.00
\$15.00	\$4,600.00	\$40.00	\$12,000.00
\$2,500.00	\$2,500.00	\$13,090.00	\$13,090.00
\$10,000.00	\$10,000.00	\$17,180.00	\$17,180.00
\$1,000.00	\$1,000.00	\$895.00	\$895.00
\$12,000.00	\$12,000.00	\$6,440.00	\$6,440.00
	\$626,350.00		\$612,740.00

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART II
BID PROPOSAL AND CONTRACT

FOR THE
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD

Approved by Stanislaus County Board of Supervisors: August 5, 2008
Bid Opening Time and Date: September 17, 2008; 2:30pm

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INFORMATION FOR BIDDERS

SECTION 1: DATE AND PLACE FOR OPENING PROPOSALS. Pursuant to the "Invitation to Bidders and Special Provisions", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

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

SECTION 2: PRINTED FORM OF PROPOSALS. All proposals must be made upon the blank proposal attached hereto, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: "**Proposal for the Irrigation Relocation For McHenry Avenue At Ladd Road** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354 **PRIOR TO 2:30P.M., 9/17/08.** No bid may be withdrawn within 60 days after time of opening.

SECTION 3: 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 shall at once notify the Engineer who may send a written instruction to all bidders.

SECTION 4: ACCEPTANCE OR REJECTION OF PROPOSALS. The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse 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.

SECTION 5: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND. All proposals shall be accompanied by cash, a certified check, certified to by a 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.

SECTION 6: ACCEPTANCE OF PROPOSALS AND ITS EFFECT. Within 60 days after the opening of the proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be a 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 or its authorized designee.

SECTION 7: 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.

SECTION 8: DETERMINATION OF LOW BIDDER. Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

SECTION 9: TIME FOR BEGINNING AND COMPLETING THE WORK. The Contractor shall commence work as specified in Section 4 of the Invitation to Bidders and Special Provisions.

SECTION 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.

SECTION 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 Public Works Engineering, 1716 Morgan Road, Modesto, California 95358.

SECTION 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.

SECTION 13: SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS. Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to Section 2.1 of the "Agreement for Independent Contractor Services" without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD ROAD

NAME OF BIDDER Clyde Walker Pipeline, Inc.

BUSINESS P.O. BOX ~~509 HI TECH PKWY.~~ N/A CW

CITY, STATE, ZIP OAKDALE, CA 95361

BUSINESS STREET ADDRESS 509 HI TECH PKWY.
(Please include even if P.O. Box used)

CITY, STATE, ZIP OAKDALE, CA 95361

TELEPHONE NO: AREA CODE () 209-848-0309

FAX NO: AREA CODE () 209-847-4960

CONTRACTOR LICENSE NO. 492959

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated July, 2002, the Standard Specifications, dated July, 2002, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The plans and specifications for the work to be done were adopted by the Board of Supervisors on **August 5, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION
OF THE
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD 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 column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the COUNTY OF STANISLAUS' Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the COUNTY OF STANISLAUS, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

BID DOCUMENTS REQUIRED AT BID OPENING

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening.

Contractor's Bid Sheet
Addendum Sheet
Subcontractor List
Equal Employment Opportunity Certification
Public Contract Code
Non-collusion Affidavit
Non-Discrimination of the Handicapped
Debarment and Suspension Certification
Proposal Signature Sheet
Bidder's Bond

It is recommended that the following document be submitted at bid opening.

W-9 Form

Note: The above forms and documents must be completed and submitted with your bid for your bid to be accepted as complete at the bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

INSURANCE REQUIREMENTS

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

Insurance Requirements.

1. At or before the date specified in the Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
 - a. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be less than **[\$3,000,000]** each occurrence, **[\$3,000,000]** general aggregate limit, and **[\$3,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 - b. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury and **[\$1,000,000]** each occurrence Property Damage (or **[\$1,000,000]** combined single limit, each accident).
 - c. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
2. All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.
3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either:

(a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

4. Required Endorsements: The policies required herein shall be endorsed, in a form and manner acceptable to County, as follows:
 - a. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - b. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required herein.
 - c. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
 - d. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work.
5. Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A.1 and A.2 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
6. Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, (Attention: Department of Public Works), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within 30 Days, copies of the actual insurance policies or renewals or replacements.

7. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
8. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.
9. Nothing herein shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
10. Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.
11. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
 - a. Each Professional shall maintain the following insurance at its sole cost and expense:
 - i. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
 - ii. All insurance required to be held by Contractor as described above. Professional shall satisfy all provisions herein relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing work on the Project.

12. If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

**CONTRACTOR'S BID SHEET
FOR
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Mobilization	1	LS	5,000.00	5,000.00
2	Water Pollution Control	1	LS	2,000.00	2,000.00
3	Clearing and Grubbing	1	LS	6,000.00	6,000.00
4	Imported Borrow (For backfill of Canal)	100	CY	25.00	2,500.00
5	Remove Irrigation Facilities	1	LS	26,000.00	26,000.00
6	8'x8' Control Box with Wing Wall	1	LS	48,500.00	48,500.00
7	5'x5' Control Box	2	EA	23,000.00	46,000.00
8	Horseshoe Valve	2	EA	6,000.00	12,000.00
9	Concrete Pipe Collars	2	EA	1,500.00	3,000.00
10	24' PVC Pipe	25	LF	85.00	2,125.00
11	36" CL III RCP	1700	LF	93.00	158,100.00
12	54" CL V RCP	50	LF	410.00	20,500.00
13	10" Steel Air Vent	80	LF	110.00	8,800.00
14	CLSM Backfill	15	CY	200.00	3,000.00
15	Asphalt Concrete (Type A)	14	TON	750.00	10,500.00
16	Concrete Canal Tie-in	1	LS	9,500.00	9,500.00
17	Temporary Railing (Type K)	300	LF	9.00	2,700.00
18	Construction Area Signs	1	LS	2,500.00	2,500.00
19	Traffic Control	1	LS	2,500.00	2,500.00
20	36" Concrete Pipe Plug	1	EA	750.00	750.00
21	Well Abandonment	1	LS	8,000.00	8,000.00
TOTAL					379,975.00

(SIGNED) *Elyse Wheeler* Date: 9/17/08

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

**CONTRACTOR'S BID SHEET
FOR
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD**

NO.	CONTRACTOR'S BID	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
	DESCRIPTION				
1	Mobilization	1	LS	5,000.00	
2	Water Pollution Control	1	LS	1,000.00	
3	Clearing and Grubbing	1	LS	10,000.00	
4	Imported Borrow (For backfill of Canal)	100	CY	25.00	
5	Remove Irrigation Facilities	1	LS	26,000.00	
6	8'x8' Control Box with Wing Wall	1	LS	48,500.00	
7	5'x5' Control Box	2	EA	23,000.00	
8	Horseshoe Valve	2	EA	6,000.00	
9	Concrete Pipe Collars	2	EA	1,500.00	
10	24' PVC Pipe	25	LF	85.00	
11	36" CL III RCP	1700	LF		
12	54" CL IV RCP	50	LF	410.00	
13	10" Steel Air Vent	80	LF	110.00	
14	CLSM Backfill	15	CY	200.00	
15	Asphalt Concrete (Type A)	14	TON	750.00	
16	Concrete Canal Tie-in	1	LS	8,500.00	
17	Temporary Railing (Type K)	300	LF	9.00	
18	Construction Area Signs	1	LS	2,500.00	
19	Traffic Control	1	LS	1,500.00	
20	36" Concrete Pipe Plug	1	EA		
TOTAL					

(SIGNED) *Clayton A. Beeler* Date: 9/17/08

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

**ADDENDUM SHEET
FOR
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD**

ADDENDUM NO. 1 DATED 8-27-08 DATE RECEIVED 9-8-08 INITIALS CW

ADDENDUM NO. 2 DATED 4-5-08 DATE RECEIVED 7-8-08 INITIALS CW

ADDENDUM NO. DATED DATE RECEIVED INITIALS

ADDENDUM NO. DATED DATE RECEIVED INITIALS

ADDENDUM NO. DATED DATE RECEIVED INITIALS

CONTRACTOR Clyde Warrick Pipeline, Inc.

ADDRESS 509 HI TECH PARK, OAKDALE, CA 95361

PHONE (209) 848-0309 FAX (209) 847-4960

(SIGNED) Clyde Warrick Date: 9/17/08

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

SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

	Subcontractor	Business Address	Description of Portion of Work Subcontracted
1	CUNNINGHAM SONS	775 WAKEFIELD CT. OAKLAND, CA 95361	CONCRETE STRUCTURES
2	MODESTO SAND & GRAVEL	6137 HAMMETT RD. MODESTO, CA 95358	HAUL / TRUCKING
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED) *Clay Wheeler* Date: 9/17/08

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Clyde L. White, Inc., proposed
subcontractor Quinn Construction, Inc.; Sons of Missouri Stone, Inc.; Granite, hereby certifies

that he has has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.
Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(SIGNED) Clyde L. White
Date: 9/17/68

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

PUBLIC CONTRACT CODE
Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No

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

N/A

Public Contract Code 10232 Statement

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

(SIGNED) _____

Clayde Wheeler

Date: _____

9/17/08

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

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

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

TO THE COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

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

(SIGNED) Clyde W. Wilson Date: 9/17/08
**Note: This sheet must be completed and submitted with your bid for your
bid to be accepted as complete.**

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 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 Clyde Wassell Pipeline, Inc.

BUSINESS ADDRESS 509 HI TECH PARK TEL. 209-848-0309

CITY, STATE, ZIP CODE OAKDALE, CA 95361

BY [Signature] TITLE PRESIDENT (Signature)

DATED 9/17/02

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

DEBARMENT AND SUSPENSION CERTIFICATION


TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

(SIGNED)  Date: 9-17-08
Providing false information may result in criminal prosecution or administrative sanctions.

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

STATE PREVAILING WAGE RATES

For current rates go to the Department of Industrial Relations homepage on the internet:

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

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

**INVITATION TO BIDDERS AND SPECIAL PROVISIONS
FOR THE IRRIGATION RELOCATION FOR MCHENRY AVENUE
AT LADD ROAD**

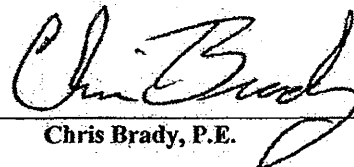
BOARD OF SUPERVISORS

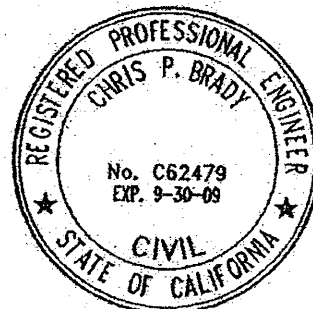
William O'Brien
Thomas Mayfield, Chairman
Jeff Grover
Dick Monteith
Jim DeMartini

District No. 1
District No. 2
District No. 3
District No. 4
District No. 5

Richard W. Robinson, Chief Executive Officer
Matt Machado, Director

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


Chris Brady, P.E.



Approved by Stanislaus County Board of Supervisors: Tuesday, August 5, 2008
Bid Opening Time and Date: Wednesday, September 17, 2008; 2:30pm

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**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
INVITATION TO BIDDERS**

Contractors are invited to submit written, formal bids for the Irrigation Relocation For McHenry Avenue At Ladd Road project. Estimated Construction cost for this project is between \$605,200.00 and \$665,720.00. The work to be accomplished includes removing existing irrigation system, installing 36 inch RCP pipe, constructing irrigation structures and other such items not mentioned herein that are required by the plans and specifications.

Plans and specifications are available FOR VIEWING on the Stockton Blue Website www.stocktonblue.com under "Public Plan Room". Paper copies are available from Stockton Blue. Call (209) 524-2924 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Questions can be faxed to 209-525-4115, Attn: Chris Brady. Phone 209-525-4130

Bid forms are provided in the "Bid Proposal and Contract" booklet. Bids shall be submitted in a sealed envelope and plainly marked "Irrigation Relocation For McHenry Avenue At Ladd Road". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10th Street, Ste. 6500, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to **2:30pm on 9/17/08**, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Ste. **Room 6709** and read by the Clerk of the Board after bid closing.

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

Bidders are urged to obtain Disadvantaged Business Enterprise (DBE) participation on this project, although there is no specific project goal for DBE participation.

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

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

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

The contractor shall possess a Class "A" license at the time this contract is awarded.

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

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

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

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

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) days and prior to the issue of the formal "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three copies of the Storm Water Pollution Prevention Program (SWPPP). The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices ("Best Management Practices") ("BMPs") employed during the project.

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered into this August 5, 2008.

ATTEST:
CHRISTINE FERRARO TALLMAN
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California
By _____
Deputy Clerk
Advertise: 8/11/08 to 9/10/08

CONTRACTOR'S BID QUANTITIES:
LOCATED IN THE BID PROPOSAL AND CONTRACT FOR THE "IRRIGATION
RELOCATION FOR McHENRY AVENUE AT LADD ROAD" BOOKLET --
UNDER CONTRACTOR'S BID.

INSURANCE REQUIREMENTS:

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance.

- General Liability Insurance, \$3,000,000 per occurrence.
- Automobile Liability Insurance, \$1,000,000 per accident.
- Workers' Compensation Insurance as required by the Labor Code of the State of California.
- Insurance to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A:VII.
- Any deductibles, self-insured retentions or named insureds must be declared.

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS**

SECTION 1: SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

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

State or State of California Department of Transportation	County of Stanislaus Stanislaus County, Department of Public Works
Director of Transportation	Stanislaus County Director of Public Works
District Director	Stanislaus County Director of Public Works
Engineer	Stanislaus County Director of Public Works acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Attorney General	Stanislaus County, County Counsel
Contract	Agreement

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in

Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard

Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

Proposal and Contract -- Located under separate document called "Bid Proposal and Contract".

SECTION 2: PROPOSAL REQUIREMENTS AND CONDITIONS

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall be as shown on the "Sample" Bidder's Bond found in the Bid Proposal and Contract Section of these specifications.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Proposal.

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

SECTION 3: AWARD AND EXECUTION OF AGREEMENT

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

SECTION 4: BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

General

The Contractor shall comply with the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within five (5) days after the date of the Notice to Proceed, and shall complete the work within 50 working days. The date of the Notice to Proceed shall constitute the first working day.

The Contractor shall pay to the County of Stanislaus the sum of \$2,500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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

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

Post Construction Meeting

The contractor shall be required to attend a post construction meeting that will be arranged by the Public Works Engineering Construction Division after completion of all work and prior to acceptance of final payment. The Project inspector shall attend this meeting. The purpose of the meeting will be to discuss the Project and any related issues that can help improve the future Public Works construction projects. This meeting will be held in Stanislaus County, Public Works Department.

As-Built / Record Drawings

The Contractor shall maintain and keep two (2) sets of plans with all deviation from the approved plans clearly identified. These plans shall be available for review by the County and shall be delivered to the County Inspector after completion of construction at the post construction meeting prior to final payment. All revisions to the approved plans shall be marked clearly. Original reproducible

drawings of the approved plans shall be revised by the contractor and stamped "As-Built" or "Record Drawings" and signed by the Contractor and shall be submitted to the Stanislaus County Department of Public Works for their file records. The costs for maintaining and preparing As Built/Record Drawings shall be included in the unit prices for the various items of work and no separate payment will be made therefore.

ESTIMATED SCHEDULE OF EVENTS.

The following is an estimated schedule of events that have been established for this project:

EVENT DESCRIPTION	ANTICIPATED DATE
BOARD APPROVAL OF PLANS AND SPECIFICATIONS	8/5/08
PROJECT ADVERTISEMENT	8/11/08
LAST DAY CONTRACTORS CLARIFICATION REQUESTS	9/10/08
ISSUANCE OF ADDENDUM (IF NEEDED)	9/12/08
BID OPENING	9/17/08
BOARD APPROVAL OF CONTRACT	10/21/08

SECTION 5: LABOR

Labor Nondiscrimination

The Contractor shall comply with the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**Notice of Requirements for Nondiscrimination Program
(Gov. Code, Section 12990)**

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

Prevailing Wage and Certified Payrolls

The Contractor shall comply with Section 7-1.01A(2) "Prevailing Wage" and Section 7-1.01A(3) Payroll Records of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page

(<http://www.dir.ca.gov/DLSR/PWD/index.htm>).

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

Apprentices

The Contractor shall comply with Section 7-1.01A(5) "Apprentices of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

SECTION 6: Public Safety

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09 "Public Safety," of the Standard Specifications and these special provisions.

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

- A. Excavations. The near edge of the excavation is 12' or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1' deep.
 - 3. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.

- B. Temporarily Unprotected Permanent Obstacles. The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas. Material or equipment is stored within 12' of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08 "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2006 Standard Plan T3, may be used.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

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

Approach Speed of Public Traffic (Posted Limit)	Work Areas
(45 Miles Per Hour)	Within 6' of a traffic lane but not on a traffic lane
(35 to 45 Miles Per Hour)	Within 3' of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10' without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians. Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

SECTION 7: STORM WATER POLLUTION

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) days and prior to the issuance of the formal "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three (3) copies of the Storm Water Pollution Prevention Program (SWPPP). The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices ("Best Management Practices" ("BMPs")) employed during the project.

SECTION 8: BUY AMERICA REQUIREMENTS

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

A Certificate of Compliance, confirming to the provisions in Section 6-1.07,

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

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

SECTION 9: REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

SECTION 10: SUBCONTRACTING

The Contractor shall comply with the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

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

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

This requirement shall be enforced as follows:

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

Prompt Progress Payment to Subcontractors

The Contractor shall comply with the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The Contractor shall return all monies withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

SECTION 11: PAYMENTS

The Contractor shall comply with Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

None

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials where designated by (P), (S-P), or (S-P-F) in the

Engineers Estimate, will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

None

SECTION 12: NOTICE OF POTENTIAL CLAIM

The Contractor shall comply with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions.

SECTION 13: PAYMENT OF WITHHELD FUNDS

Section 9-1.065, "Payment of Withheld Funds," of the 2006 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.

SECTION 14: ENCROACHMENT PERMIT ---- Not Applicable

SECTION 15: SURFACE MINING AND RECLAMATION

The Contractor shall comply with the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

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

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

SECTION 16: BONDS

The successful bidder shall furnish and deliver to the County, at the time of delivery of the signed Agreement, a surety bond, in the amount equal to 100 percent of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to 100 percent 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 must be notarized.

SECTION 17: INSURANCE

Limits located in a separate booklet entitled, Bid Proposal and Contract for the "Irrigation Relocation For McHenry Avenue At Ladd Road" under the heading entitled, "Agreement for Independent Contractor Services."

SECTION 18: 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 recording to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attaching 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.

SECTION 19: EQUAL EMPLOYMENT OPPORTUNITY

The 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 non-discrimination 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. Codes 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.

SECTION 20: SURVEYS AND GRADES

The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The Contractor shall provide a Professional Land Surveyor or Civil Engineer licensed in the State of California to perform said services to provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The Contractor is charged with the responsibility of adequately protecting said stakes and monuments. The cost of said staking services shall be deemed as included in the contract unit prices for items of work that require said services and no separate payment will be made therefore.

SECTION 21: MATERIALS

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, Engineering Division, 1716 Morgan Road, Modesto, CA 95358.

Agency-Furnished Materials

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

None

SECTION 22: DESCRIPTION OF WORK

The work to be accomplished includes removing existing irrigation system, installing 36 inch RCP pipe, constructing irrigation structures and other such items not mentioned herein that are required by the plans and specifications.

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART III
AGREEMENT

FOR THE

**IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD**

Approved by Stanislaus County Board of Supervisors: August 5, 2008
Bid Opening Time and Date: September 17, 2008; 2:30pm

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART IV
ADMENDMENTS TO THE MAY 2006 STANDARD
SPECIFICATIONS

FOR THE
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD

THE FOLLOWING LINK IS PROVIDED TO ACCESS THE LATEST
AMENDMENTS TO THE STATE STANDARD SPECIFICATIONS

http://www.dot.ca.gov/hq/esc/oe/specifications/ssps/2006-ssps/sec_01-03/

Approved by Stanislaus County Board of Supervisors: 8/5/08
Bid Opening Time and Date: 9/17/08; 2:30pm

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS

PART V
CONSTRUCTION DETAILS

FOR THE
IRRIGATION RELOCATION FOR MCHENRY AVENUE AT LADD
ROAD

Approved by Stanislaus County Board of Supervisors: August 5, 2008
Bid Opening Time and Date: September 17, 2008; 2:30pm

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COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS CONSTRUCTION DETAILS

PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

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

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

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and 953 (2.75" x 4.5")
3. Ray-O-Lite, Model "AA" ARS (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA, with pressure sensitive adhesive pad (3.5" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 ARS (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)

6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Filtrona Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

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Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Filtrona Extrusion, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Filtrona Extrusion, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MF-180EX-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA
10. Three D Traffic Works "Boomerang" ID No. 522053W

Lane Separation System

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System

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CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500

OBJECT MARKERS

Type "K", 18-inch

1. Filtrona Extrusion, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "K-4" / "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Filtrona Extrusion, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

1. Filtrona Extrusion, "Mini" (3" x 10")
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

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CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Filtrona Extrusion, Model PCBM T-16
2. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARD RAILING DELINEATOR

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

Wood Post Type, 27-inch

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

Drums

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

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Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

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Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange

SPECIALTY SIGNS

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

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Intoplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs Only

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350

SECTION 1: 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 Construction Details.

Temporary railing (Type K) shall be placed prior to commencing work for which the temporary railing is required.

Attention is directed to "Water Pollution Control" of these Construction Details regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Environmental Mitigation" of these Construction Details regarding time restriction on tree removal and preconstruction surveys for nesting raptors, the adoption of a contingency plan for hazardous waste, and time restrictions on noise-generating operations.

SECTION 2: WATER POLLUTION CONTROL (WPC)

General

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution", of the Standard Specifications and these Construction Details.

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The project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB) of the State Water Resources Control Board (SWRCB) and shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activity No. CSA000002, Order No. 99-08-DWQ, as issued by the SWRCB and the NPDES General Permit for Waste Water Discharge Requirements (WDRS) for discharges of Storm Water Runoff Associated with Small Linear Underground/ Overhead Construction Projects, No. CSA000005, Order No. 2003-0007-DWQ as issued by the SWRCB. These permits, hereafter referred to as the "Permits", regulate storm water discharges associated with construction activities. Copies of the Departments Permits are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P. O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained fro the SWRCB website at:

<http://www.swrcb.ca.gov/stormwtr/construction.html>

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and Stanislaus County regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make said Permits available during construction.

The Permits shall apply to storm water and certain permitted non-storm water discharges from areas outside the project site which are directly related to construction activities for this contract including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, maintenance yards, and access roads. The Contractor shall comply with the Permits and the Manuals for said areas and shall implement, inspect and maintain the required water pollution control practices. The Engineer shall be allowed full access to these areas during construction to assure Contractor's proper implementation of water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the project limits not specifically arranged and provided for by the County for the execution of this contract, will not receive compensation.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Permits, the Manuals, and Federal, State and local regulations and /or requirements as set forth therein.

Penalties as used in this section, "Water Pollution Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of civil suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, the Manuals, applicable laws, regulations, or requirements. The Contractor shall also be responsible for costs associated with mitigation, remediation, and corrections of violations.

No work having potential to cause water pollution shall be performed until the SWPPP has been received and reviewed by the Engineer. Receipt and review shall not constitute a finding that the SWPPP complies with applicable requirements of the

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Permits, the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor designated as the "Apparent Low Bidder" after the bid opening shall provide to the County, within thirty (30) calendar days and prior to the issue of the "Notice to Proceed" ("NTP"), the name of the designated, certified Storm Water Pollution Control Manager (SWPCM) and shall submit three(3) copies of the SWPPP. The SWPCM shall be responsible for the preparation of the SWPPP and required modifications or amendments thereto and shall be responsible for the implementation and adequate functioning of the various water pollution control practices (BMP's) employed. The Contractor may designate separate SWPCM's to prepare the SWPPP and to implement the water pollution control practices. The SWPCM's shall serve as the primary contact for issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, certification number, description of training received, previous work history, and expertise of the individual(s) selected by the Contractor to serve as SWPCM(s). The SWPCM(s) shall have a minimum of 24 hours of formal storm water management training or certification as a Certified Professional in Erosion and Sediment Control (CPESC). The Engineer will reject the Contractor's submission of a SWPCM if the submitted qualifications are deemed to be inadequate.

APPLICABILITY OF SWPPP

The SWPPP shall apply to the areas within and those outside of the project limits that are directly related to construction operations including, but not limited to, asphalt batch plants, material borrow areas, concrete plants, staging areas, storage yards, and access roads.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits, and related information contained in the contract documents. The SWPPP shall also include a copy of the permitting agencies permits.

Where storm water discharge is directly into a water body listed pursuant to Clean Water Act Section 303(d) as being impaired due to sedimentation/siltation or turbidity, or when analysis of non-visible pollutants is required, the Contractor shall develop and include in the SWPPP the **Sampling and Analysis Plan(s)** as required by the Permits, and modifications thereto, and as required in "Sampling and Analytical Requirements" of this section.

The Contractor shall develop a **Water Pollution Control Schedule (WPCS)** that describes the timing of grading or other work activities that could affect water pollution. The WPCS shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall complete the **"Construction Site BMPs Consideration Checklist"** presented in the Preparation Manual and shall incorporate water pollution control practices into the SWPPP. Water pollution control practices include the "Minimum Requirements" and other Contractor-selected water pollution control practices from the **"Construction Site BMPs Consideration Checklist"**.

The Contractor shall keep one copy of the submitted SWPPP and amendments thereto at the project site. The SWPPP shall be made available upon request by a

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representative of the Regional Water Quality Control Board (RWQCB), State Water Resources Control Board (SWRCB), United States Environmental Protection Agency (EPA), or the local storm water management agency. Requests by the public shall be directed to the Engineer.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IMPLEMENTATION

Unless otherwise specified, upon submittal of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Construction Details.

If the Contractor or the Engineer identifies any deficiency in the implementation of the SWPPP or amendments, the deficiency shall be corrected immediately. If the Contractor fails to correct the identified deficiency the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer.

The Contractor shall submit a written report to the Engineer and RWQCB within twenty-four (24) hours (one(1) days) of the discharge event, notice or order. The report shall include the following information:

A.	The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
B.	The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
C.	The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit an Annual Certification of Compliance, as contained in the Preparation Manual, to the Engineer.

SAMPLING AND ANALYTICAL REQUIREMENTS

When there is storm water discharge from the construction site directly into a water body listed as being impaired due to sedimentation/siltation or turbidity the Contractor is required to implement specific sampling and analytical procedures to determine whether BMPs implemented on the construction site are:

A.	Preventing pollutants that are known or should be known by permittees to occur on construction sites that are not visually detectable in storm water discharges, to cause or contribute to exceedances of water quality objectives,
And	
B.	Preventing further impairment by sediment in storm waters discharged into water bodies listed as impaired due to sediment, siltation or turbidity.

RETENTION OF FUNDS

Notwithstanding and other remedies authorized by law, the County may retain money due the Contractor under the Contract, in an amount determined by the County, up to and including, the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of the permits, the Manuals, Federal or State law, regulations, or requirements. Funds may be retained by the county until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as a final resolution is obtained with the entity seeking the penalties.

Retention of Funds for failure to conform to the provisions of this section, "Water Pollution Control", shall be in addition to the other retention amounts required by the Contract. The amounts retained for the Contractor's failure to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved SWPPP, or portion thereof, had been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto; the Manuals; or other Federal, State, or local requirements, the County may retain money due the Contractor, subject to the following:

A.	Retention of funds from payment made after the acceptance of the Contract ("Notice of Completion" (NOC)) may be made without prior notice to the Contractor.
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B.	No retention of additional amounts out of the partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payment pursuant to Section 9-1.06, "Partial Payments", of the Standard Specifications.
C.	If the County has retained funds, and it is subsequently determined that the County is not subject to the entire amount of the costs and liabilities assessed or proposed in connection with the matter for which the retention was made, the County shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be 6 percent (%) per annum.

During all other estimate periods that the Contractor fails to conform to the provisions in this section, "Water Pollution Control" (WPC), the County may retain an amount equal to 25 percent (%) of the estimated value of the Contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to WPC work. The Contractor and the County shall provide copies of correspondence, notice(s) of violation, enforcement action(s), or proposed fine(s) by the regulatory agencies to the requesting regulatory agency.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for Water Pollution Control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; for doing all the work involved in developing, preparation, submittal, revising, and amending the SWPPP; installing, constructing, removing, and disposing of water pollution control practices, including non-storm water management; and waste management and materials pollution water pollution control practices as specified in the Standard Specifications and these Construction Details.

SECTION 3: PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these Construction Details, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

The last paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall be enforced.

SECTION 4: 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 Construction Details.

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Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm {6 inches} in diameter or pipelines operating at pressures greater than 415 kPa {60 pounds per square inch} (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

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

Notification Center	Telephone Number
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

SECTION 5: DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these Construction Details.

During construction, the Contractor shall comply with San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VIII Control Measures for Construction Emissions of Dust (PM₁₀).

The Contractor shall implement the following dust control practices during construction:

- a. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or covered with a tarp or other suitable cover.
- b. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
- c. All land clearing, grubbing, scraping, excavation, land leveling, grading, cut and fill, and demolition activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
- d. When materials are transported off-site, all material shall be covered or effectively wetted to limit visible dust emissions, and at least six inches of freeboard space from the top of the container shall be maintained.
- e. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at least once every 24 hours when operations are occurring. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions.) (Use of blower devices is expressly forbidden.)

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- f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
- g. When required to mitigate significant emissions of dust (PM₁₀), traffic speeds on unpaved roads shall be limited to 15 mph.

Measurement and Payment:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in conforming to the mitigation measures required for dust control shall be considered as included in the contract lump sum price for the various items of work, and no additional compensation will be allowed therefore.

SECTION 6: MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

SECTION 7: CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Construction Details.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Category 3 temporary traffic control devices consist of temporary traffic-handling equipment and devices that weigh 100 pounds or more and are expected to produce significant vehicular velocity change to impacting vehicles. Temporary traffic-handling equipment and devices include crash cushions, truck-mounted attenuators, temporary railing, temporary barrier, and end treatments for temporary railing and barrier.

Type III barricades may be used as sign supports if the barricades have been successfully crash tested, meeting the NCHRP Report 350 criteria, as one unit with a construction area sign attached.

Category 3 temporary traffic control devices shall be shown on the plans or on the Department's Highway Safety Features list. This list is maintained by the Division of Engineering Services and can be found at:

http://www.dot.ca.gov/hq/esc/approved_products_list/HighwaySafe.htm

Category 3 temporary traffic control devices that are not shown on the plans or not listed on the Department's Highway Safety Features list shall not be used.

Measurement and Payment:

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefor.

SECTION 8: CONSTRUCTION AREA SIGNS

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

Attention is directed to the provisions in "Prequalified and Tested Signing and

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Delineation Materials" of these Construction Details. Type II retroreflective sheeting shall not be used on construction area sign panels. Type II, IV, VII, VIII or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Construction area warning and guide signs shall have a black legend and border on orange background.

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

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Underground Service Alert-Southern California (USA)	(800) 422-4133 (800) 227-2600

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

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

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

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these Construction Details.

Traffic Sign Specifications for California sign codes are available for review at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

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<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

Sheet Aluminum

Alloy and temper designations for sheet aluminum shall be in accordance with ASTM Designation: B 209.

The Contractor shall furnish the Engineer a Certificate of Compliance in conformance with Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the sheet aluminum.

Sheet aluminum shall be pretreated in accordance to ASTM Designation: B 449. Surface of the sheet aluminum shall be cleaned, deoxidized, and coated with a light and tightly adherent chromate conversion coating free of powdery residue. The conversion coating shall be Class 2 with a weight between 10 milligrams per square foot and 35 milligrams per square foot, and an average weight of 25 milligrams per square foot. Following the cleaning and coating process, the sheet aluminum shall be protected from exposure to grease, oils, dust, and contaminants.

Sheet aluminum shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication.

Retroreflective Sheeting

The Contractor shall furnish retroreflective sheeting for sign background and legend in conformance with ASTM Designation: D 4956 and "Prequalified and Tested Signing and Delineation Materials" of these Construction Details.

Retroreflective sheeting shall be applied to sign panels as recommended by the retroreflective sheeting manufacturer without stretching, tearing, and damage.

Class 1, 3, or 4 adhesive backing shall be used for Type II, III, IV, VII, VIII, and IX retroreflective sheeting. Class 2 adhesive backing may also be used for Type II retroreflective sheeting. The adhesive backing shall be pressure sensitive and fungus resistant.

When the color of the retroreflective sheeting determined from instrumental testing is in dispute, the Engineer's visual test will govern.

Process Color and Film

The Contractor shall furnish and apply screened process color, non-reflective opaque black film, and protective overlay film of the type, kind, and product that are approved by the manufacturer of the retroreflective sheeting.

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance to Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for the screened process color, non-reflective opaque black film, and protective overlay film.

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The surface of the screened process color shall be flat and smooth. When the screened process colors determined from the instrumental testing in accordance to ASTM Designation: D 4956 are in dispute, the Engineer's visual test will govern.

The Contractor shall provide patterns, layouts, and set-ups necessary for the screened process.

The Contractor may use green, red, blue, and brown reverse-screened process colors for background and non-reflective opaque black film or black screened process color for legend. The coefficient of retroreflection for reverse-screened process colors on white retroreflective sheeting shall not be less than 70 percent of the coefficient of retroreflection specified in ASTM Designation: D 4956.

The screened process colors and non-reflective opaque black film shall have the same outdoor weatherability as that of the retroreflective sheeting.

After curing, screened process colors shall withstand removal when tested by applying 3M Company Scotch Brand Cellophane Tape No. 600 or equivalent tape over the color and removing with one quick motion at 90° angle.

Single Sheet Aluminum Sign

Single sheet aluminum signs shall be fabricated and furnished with or without frame. The Contractor shall furnish the sheet aluminum in accordance to "Sheet Aluminum" of these Construction Details. Single sheet aluminum signs shall be fabricated from sheet aluminum alloy 6061-T6 or 5052-H38.

Single Sheet aluminum signs shall not have a vertical splice in the sheet aluminum. For signs with depth greater than 48 inches, one horizontal splice will be allowed in the sheet aluminum.

Framing for single sheet aluminum signs shall consist of aluminum channel or rectangular aluminum tubing. The framing shall have a length tolerance of $\pm 1/8$ inch. The face sheet shall be affixed to the frame with rivets of 3/16-inch diameter. Rivets shall be placed within the web of channels and shall not be placed less than 1/2 inch from edges of the sign panels. Rivets shall be made of aluminum alloy 5052 and shall be anodized or treated with conversion coating to prevent corrosion. The exposed portion of rivets on the face of signs shall be the same color as the background or legend where the rivets are placed.

Finished signs shall be flat within a tolerance of $\pm 1/32$ inch per linear foot when measured across the plane of the sign in all directions. The finished signs shall have an overall tolerance within $\pm 1/8$ inch of the detailed dimensions.

Aluminum channels or rectangular aluminum tubings shall be welded together with the inert gas shielded-arc welding process using E4043 aluminum electrode filler wires as shown on the plans. Width of the filler shall be equal to wall thickness of smallest welded channel or tubing.

Measurement and Payment:

Full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to furnish install and maintain Construction Area Signs as specified in Section 12 of the Standard Specifications, the plans and these Construction Details and as

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directed by the Engineer will be considered as included in the contract price for Construction Area Signs and no additional compensation will be allowed therefore.

SECTION 9: 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 provisions in "Public Safety" of these Construction Details and these Construction Details. Nothing in these Construction Details shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

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

The full width of the traveled way shall be open for public use when construction operations are not actively in progress.

Work that interferes with public traffic shall be limited to the hours when lane closures are allowed, except for work required under Section 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 5 minutes.

Measurement and Payment:

Full compensation for furnishing all labor (including flagging costs), materials, tools, equipment and incidentals, for preparing and submitting lane closure plans and for doing all work involved in Maintaining Traffic including maintaining the roadbed in a smooth and even condition for passage of public traffic, furnishing and installing such signs, lights, flares necessary to expedite passage of public traffic through or around the work, all as specified in Sections 7-1.08 and 7-1.09 of the Standard Specifications and as directed by the Engineer will be considered as included in the contract price for the Traffic Control System and no additional compensation will be allowed therefore.

SECTION 10: TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these Construction Details, and these Construction Details.

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

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

When lane closures are made for work periods only, at the end of each work period,

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components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways".

Measurement and Payment:

The contract lump sum price paid for Traffic Control System shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer and no additional compensation will be allowed therefor.

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

SECTION 11: TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these Construction Details. Nothing in these Construction Details shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

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

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

Temporary pavement markers and removable traffic tape which conflicts with a new

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traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Measurement and Payment:

Full compensation for providing Temporary Pavement Delineation shall be considered as included in the prices paid for the various contract items of work requiring the use of Temporary Pavement Delineation and no additional compensation will be allowed therefore.

**SECTION 12: TEMPORARY LANELINE AND CENTERLINE
DELINEATION**

NOT USED

SECTION 13: BARRICADES

NOT USED

SECTION 14: EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Construction Details.

The Contractor shall exercise extreme care in removal operations to protect adjacent property from damage, including trees, irrigation facilities, etc., as so not to remove, break, or damage any improvement or facility. Any improvement or facility that is removed, broken or damaged by action of the contractor or through his negligence or operations shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

It shall be the contractor's responsibility to remove all obstructions within the right of way which interfere with the work shown on the drawings. The location of the obstructions shown on the plans is approximate. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

Prior to removing pavement for trenching, the edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 0.17-foot. The pavement shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

SECTION 15: REMOVE IRRIGATION FACILITIES

Existing pipes, headwall, concrete canal lining, irrigation field structures, standpipe, and other irrigation facilities shown on the plans to be removed, shall be completely removed and disposed of. Canal gate valve assemblies shall be removed and reused in the work as shown on the plans. Canal gates to be reinstalled shall be repaired to the satisfaction

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of the Modesto Irrigation District; if any canal gate cannot be repaired to the satisfaction of MID, the Contractor shall provide a new canal gate of the same type and size at his own expense. Removed irrigation facilities not reinstalled in the work shall be disposed of outside of the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line to a minimum depth of 2-inches with a power driven saw before the concrete is removed.

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety shall conform to the California Division of Occupational Safety and Health Construction Safety Orders Title 8, of the California Code of Regulations including Section 5158, "Other Confined Space Operations."

Measurement and Payment:

Full compensation for furnishing all labor, materials (including concrete pipe plugs and backfill), tools, equipment and incidentals for doing all work involved with removing irrigation facilities shall be considered as included in the contract lump sum price paid for Remove Irrigation Facilities. Full compensation for removing, repairing and reusing canal gate valve assemblies shall be considered as included in the contract price paid for the item of work requiring reuse of the canal gate.

SECTION 16: RESET MAILBOXES

NOT USED

SECTION 17: RESET ROADSIDE SIGNS

NOT USED

SECTION 18: ADJUST FRAMES AND COVERS AND FRAMES AND GRATES TO GRADE

NOT USED

SECTION 19: REMOVE AND DISPOSE OF CURB AND GUTTER AND SIDEWALK

NOT USED

SECTION 20: CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provision in Section 16, "Clearing and Grubbing," of the Standard Specifications and these Construction Details.

All improvements remaining either wholly or partially within the right of way that interfere with the work, including, but not limited to, retaining walls, footings, walks, curbs, paving,

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AC dike, and slabs above ground, shall be demolished and removed as part of the work included under clearing and grubbing.

Measurement and Payment:

Full compensation for demolition, removal and disposal of the facilities specified herein shall be considered as included in the contract lump sum price paid for clearing and grubbing and no additional compensation will be allowed therefore.

SECTION 21: WATERING

Developing a water supply and applying watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these Construction Details.

Measurement and Payment:

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with watering and dust control all in accordance with the Standard Specifications and these Construction Details shall be considered as included in the prices paid for related items of work involved and no additional compensation will be allowed therefore.

SECTION 22: EARTHWORK

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

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

Arrangements for all required compaction tests will be made by the Engineer. Compaction tests will be performed as specified in Subsection 19-1.01 of the Standard Specifications under the direction of the Engineer. Compaction tests will be made in accordance with Nuclear Test Method California No. 231. The Owner shall pay for all laboratory inspection services direct for the first test. The actual cost of re-testing shall be deducted from future payments due the contractor. The contractor shall cooperate with the Engineer and shall furnish required labor and excavating equipment, as determined by the Engineer, to aid in making compaction tests.

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

Measurement and Payment:

Full compensation for earthwork necessary for construction of Concrete Structures and Miscellaneous Concrete Construction shall be considered as included in the cost of the

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contract items for which it is related and no additional compensation will be allowed therefore.

The price paid for roadway excavation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, transporting, filling, compacting and disposing of material, including filling between the back of walk and right of way, earthwork required for construction of asphalt concrete paving and concrete facilities as shown on the Plans and as specified in these Construction Details and no separate payment will be made therefore.

The quantity of roadway excavation shall be considered a final pay quantity as per Section 5-1.015 of the Standard Specifications.

Imported borrow will be measured and paid for by the cubic yard and the quantity to be paid for will be computed in the following manner:

- A. The total quantity of embankment will be computed in conformance with the provisions for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications, on the basis of the planned or authorized cross section for embankments as shown on the plans and the measured ground surface.
- B. The Contractor, at the Contractor's option, may compact the ground surface on which embankment is to be constructed before placing any embankment thereon. If the compaction results in an average subsidence exceeding 0.25-foot, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment is started in that area.
- C. The quantities of structure excavation and ditch excavation, which have been used in the embankment, will be adjusted by multiplying by a grading factor to be determined in the field by the Engineer. No further adjustment will be made in the event that the grading factor determined by the Engineer does not equal the actual grading factor.
- D. The quantity of imported borrow to be paid for will be that quantity remaining after deducting the adjusted quantities of excavation from the total embankment quantity. No adjustment will be made for subsidence.

SECTION 23: AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these Construction Details.

Measurement and Payment:

Compensation for the work performed under this section "Aggregate Base" shall be considered as included in the contract price paid per square foot for Trench and Patch Roadway and no separate payment will be made therefore.

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SECTION 24: ASPHALT CONCRETE

This work shall consist of furnishing and placing asphalt concrete in conformance with these Construction Details.

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Construction Details. The asphalt shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise approved by the Engineer. Aggregates used in all but the final course shall be ¾ inch maximum medium grading. Aggregates used in the final course shall be ½ inch maximum medium grading as specified in Section 39-2.02, "Aggregate," of the Standard Specifications

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

In addition to the aggregate requirements listed in Section 39, "Asphalt Concrete," of the Standard Specifications, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade PG 64-10 in the amount of asphalt determined to be optimum by California Test 367:

Test California Test Requirement
Surface 360 Loss not to exceed 15 grams
Abrasion Method A

Prior to spreading asphalt concrete, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to the pavement to be surfaced and to contact surfaces of cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer.

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

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

Asphalt concrete shall be spread and compacted in conformance with the following:

1. The structural section of a trench patch shall consist of .5 ft. of AC over .5 ft of AB. Asphalt Concrete lifts in the trench shall not exceed .2 ft.
2. The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Where shown on the plans, a fog seal coat of asphaltic emulsion shall be applied uniformly to the surface of the asphalt concrete.

Measurement and Payment:

Compensation for the work performed under this section "Asphalt Concrete," including the asphalt concrete and paint binder, shall be considered as included in the contract price paid per ton and no separate payment will be made therefore.

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SECTION 25: SURVEY MONUMENTS

NOT USED

SECTION 26: MARKERS AND DELINEATORS

NOT USED

SECTION 27: METAL BEAM GUARD RAILING

NOT USED

SECTION 28: THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

NOT USED

SECTION 29: PAINT TRAFFIC STRIPE AND PAVEMENT MARKING

Painted traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Construction Details.

Traffic stripe and pavement marking paint shall conform to the requirements in State Specification No. PTWB-01.

The color of the painted traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6628-01.

Retroreflectivity of the paint traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$. Yellow painted traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these Construction Details may be placed instead of painted traffic stripes and pavement markings. Permanent tape, if used, shall be placed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of painted traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as paint traffic stripe and by the square foot as paint pavement marking of the number of coats designated in the Engineer's Estimate.

Measurement and Payment:

Full compensation for furnishing and installing Paint Traffic Stripe shall be considered as included in the contract price paid per square foot for Trench and Patch Roadway and no separate payment will be made therefore.

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SECTION 30: ROADSIDE SIGNS

NOT USED

SECTION 31: TRAFFIC SIGNAL AND LIGHTING

NOT USED

SECTION 32: RUBBERIZED CHIP SEAL

NOT USED

SECTION 33: RUBBERIZED ASPHALT CONCRETE (TYPE G)

NOT USED

SECTION 34: ENVIRONMENTAL MITIGATION

The Contractor shall conform to the requirements of these Construction Details to mitigate potential impacts on Air Quality, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise.

Biological Resources

Tree removal shall be conducted between October 1 and February 15, which is outside the raptor nesting season. If tree removal cannot occur outside of the raptor nesting season, preconstruction surveys shall be conducted by a qualified biologist to determine if raptors are nesting in trees within the project site. Preconstruction surveys shall be conducted no more than 2 weeks prior to the start of construction. If nesting activity is observed, the nest tree shall not be removed until after the young have fledged, or as determined by a qualified biologist.

Measurement and Payment:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the mitigation measures required for biological resources including preconstruction and on-going surveys for raptors, as specified in the Standard Specifications and these Construction Details shall be included in the contract lump sum price for Environmental Mitigation and no additional compensation will be allowed therefore.

Cultural Resources

Archeological materials: No surface examination excludes the possibility of buried prehistoric or historic archeological materials. These may include historical debris such as ceramics, glass, metal or food remains such bones, or prehistoric material including chipped stone items like projectiles, flaked-stone tools or obsidian, chert or quartzite toolmaking debris; culturally-darkened soil,, ground stone objects such as mortars, pestles, and similar tools, or human interments. Should any of these items be identified during construction work, all work within 25 feet of the find shall be halted until a qualified archaeologist can assess the discovery and make recommendations.

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Human Remains: Section 7050 of the California Health and Safety Code states that it is a misdemeanor to knowingly disturb a human burial. If human remains are encountered, work shall halt in that vicinity and the Stanislaus County coroner should be notified immediately. At the same time, the Department's archaeologist should be contacted to evaluate the human remains.

Paleontological materials: If fossils or other paleontological materials are encountered during construction work, all work within 25 feet of the find shall be halted until a qualified paleontologist can assess the discovery and make recommendations.

Measurement and Payment:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in conforming to the mitigation measures required for cultural resources shall be considered as included in the contract price paid for the various items of work involved, and no additional compensation will be allowed therefore.

Hazards and Hazardous Materials

Pesticides: The Contractor shall contact the Stanislaus County Office of the Agriculture Commissioner prior to starting construction activities to identify any properties in or near the project area that have recently applied pesticides. Areas where pesticides have been applied with restrictions of re-entry shall be identified and all restrictions shall be complied with.

Contingency Plan: Prior to beginning construction, the Contractor shall adopt a contingency plan that includes procedures to be followed in the event that suspected hazardous waste is encountered during construction. The Caltrans Hazardous Waste Contingency Plan or an equivalent plan prepared by the Contractor shall be followed during project construction. The plan shall include procedures for notifying the Stanislaus County Department of Environmental Resources and for protecting the safety of workers and the public until the nature of the suspected hazardous material can be determined.

Measurement and Payment:

Full compensation for all work involved in conforming to the mitigation measures required for hazards and hazardous materials shall be considered as included in the contract lump sum price for Environmental Mitigation, and no additional compensation will be allowed therefore.

Noise

The Contractor shall comply with the following noise mitigation measures:

1. General construction noise shall be limited to weekdays from 7:00 am to 6:00 pm.
2. All equipment used on the project shall be in good operating condition. All equipment powered by an internal combustion engine shall be equipped with intake and exhaust mufflers that are in good condition.
3. To the extent possible, all stationary noise-generating equipment shall be located away residences and commercial buildings.

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Measurement and Payment:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in conforming to the noise mitigation measures shall be considered as included in the contract lump sum price for Environmental Mitigation, and no additional compensation will be allowed therefore.

SECTION 35: PORTABLE CHANGEABLE MESSAGE SIGN

NOT USED

SECTION 36: SALVAGE EXISTING HIGHWAY FACILITIES

NOT USED

SECTION 37: ABANDON CULVERT

NOT USED

SECTION 38: COLD PLANE ASPHALT CONCRETE PAVEMENT

NOT USED

SECTION 39: EXISTING DRIVEWAYS

If, in the opinion of the Engineer, the Contractor has caused any damage to the existing driveway facilities leading to the adjacent properties in the vicinity of the Work, the Contractor, at his own expense, shall, as directed by the Engineer, take immediate steps to repair such damages to the satisfaction of the Engineer.

SECTION 40: CONTROLLED LOW STRENGTH MATERIAL

Controlled low strength material shall consist of a workable mixture of aggregate, cementitious materials, and water and shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications and these Construction Details.

Controlled low strength material shall be used to backfill the 54-inch RCP crossing of McHenry Avenue as shown on the plans. At the option of the Contractor, controlled low strength material may also be used as structure backfill for other irrigation pipelines.

When controlled low strength material is used for structure backfill, the width of the excavation shown on the plans may be reduced so that the clear distance between the outside of the pipe and the side of the excavation, on each side of the pipe, is a minimum of 12 inches. This minimum may be reduced to 6 inches when the height of cover is less than or equal to 20 feet or the pipe diameter or span is less than 42 inches.

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Controlled low strength material in new construction shall not be permanently placed higher than the basement soil. For trenches in existing pavements, permanent placement shall be no higher than the bottom of the existing pavement permeable drainage layer. If a drainage layer does not exist, permanent placement in existing pavements shall be no higher than one inch below the bottom of the existing asphalt concrete surfacing or no higher than the top of base below the existing portland cement concrete pavement. The minimum height that controlled low strength material shall be placed, relative to the culvert invert, is 0.5 diameters or 0.5 heights for rigid pipes or culverts and 0.7 diameters or 0.7 heights for flexible culverts.

When controlled low strength material is proposed for use, the Contractor shall submit a mix design and test data to the Engineer for approval prior to excavating the trench for which controlled low strength material is proposed for use. The test data and mix design shall provide for the following:

- A. A 28-day compressive strength between 50 pounds per square inch and 100 pounds per square inch for pipe culverts having a height of cover of 20 feet or less and a minimum 28-day compressive strength of 100 pounds per square inch for pipe culverts having a height of cover greater than 20 feet. Compressive strength shall be determined in conformance with the requirements in ASTM Designation: D 4832.
- B. Cement shall be any type of portland cement conforming to the requirements in ASTM Designation: C 150; or any type of blended hydraulic cement conforming to the requirements in ASTM Designation: C 595M or the physical requirements in ASTM Designation: C 1157M. Testing of cement will not be required.
- C. Admixtures may be used in conformance with the provisions in Section 90-4, "Admixtures," of the Standard Specifications. Chemical admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined in conformance with the requirements of California Test 415, shall not be used. If an air-entraining admixture is used, the maximum air content shall be limited to 20 percent. Mineral admixtures shall be used at the Contractor's option.

Materials for controlled low strength material shall be thoroughly machine-mixed in a pugmill, rotary drum or other approved mixer. Mixing shall continue until the cementitious material and water are thoroughly dispersed throughout the material. Controlled low strength material shall be placed in the work within 3 hours after introduction of the cement to the aggregates.

When controlled low strength material is to be placed within the traveled way or otherwise to be covered by paving or embankment materials, the material shall achieve a maximum indentation diameter of 3 inches prior to covering and opening to public traffic. Penetration resistance shall be measured in conformance with the requirements in ASTM Designation: D 6024.

Measurement and Payment:

Full compensation for furnishing and installing controlled low strength material shall be considered as included in the contract price paid for the item requiring controlled low strength material and no additional compensation will be allowed therefore.

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SECTION 41: SHOULDER BACKING

NOT USED

SECTION 42: REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these Construction Details.

The State Department's mechanical splices prequalified list can be found at the following internet site:

http://www.dot.ca.gov/hq/esc/approved_products_list/

The provisions of "Welding Quality Control" of these special provisions shall not apply to resistance butt welding.

Measurement and Payment:

Full compensation for bar reinforcement, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing reinforcement, complete in place, as specified in the Standard Specifications and these Construction Details shall be considered as included in the contract lump sum price paid for the various items of work requiring reinforcement, and no additional compensation will be allowed therefore.

SECTION 43: REINFORCED CONCRETE PIPE

Reinforced concrete pipe for irrigation facilities shall conform to the provisions in ASTM C76 for Class V rubber-gasketed reinforced concrete pipe (RGRCP). The RGRCP shall have a minimum strength of 6000 psi and a maximum seepage rate of 150 gallons per diameter inch per mile of pipe in a 24 hour period. All joints shall use O-ring seals and conform to ASTM C351.

Where embankment or pavement will not be placed over the top of the pipe, a relative compaction of not less than 90 percent is required for the bedding material surrounding the pipe, and a relative compaction of 85 percent is required for the balance of the backfill, as shown on the plans. Where the pipe is placed under the planned pavement of McHenry Avenue, backfill with controlled low strength material is required. Where the pipe is placed under the planned pavement of Ladd Road, either the requirements shown on Stanislaus County Plate No. 3-H1, "Trenching Requirements in New Streets" shall be followed, or the pipe shall be backfilled with controlled low strength material, at the Contractor's option.

Measurement and Payment:

The contract price paid per linear foot for reinforced concrete pipe of the sizes and classes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the reinforced concrete pipe, including excavation and backfill, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

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**SECTION 44: CORRUGATED METAL PIPE
NOT USED**

**SECTION 45: PLASTIC PIPE (SUPPLY LINE)
NOT USED**

**SECTION 46: MISCELLANEOUS FACILITIES
NOT USED**

**SECTION 47: MISCELLANEOUS CONCRETE CONSTRUCTION
NOT USED**

**SECTION 48: TYPE BW FENCE
NOT USED**

SECTION 49: TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these Construction Details or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Construction Details.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these Construction Details.

Attention is directed to section 7-1.09, "Public Safety" of the Standard Specifications and "Order of Work" of these Construction Details.

Measurement and Payment:

The contract price paid per linear foot for Temporary Railing (Type K) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in furnishing and placing temporary railing and for removing temporary railing when it is no longer required as shown on the plans, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

Temporary railing (Type K) placed in conformance with section 7-1.09 "Public Safety" of the Standard Specifications will be neither measured nor paid for.

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SECTION 50: IRRIGATION CONTROL BOX

Portland cement concrete for irrigation control boxes shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Wood for redwood deck shall be rough-sawn heart redwood.

Bolts and miscellaneous metal shall be hot-dip galvanized steel.

Canal gate valves which are removed during demolition of existing irrigation facilities shall be cleaned and repaired to the satisfaction of the Modesto Irrigation District prior to installation in the new irrigation control box. Repair shall include replacement of damaged or worn parts and painting, adjustment and lubrication per the manufacturer's recommendations so that the gates seal when closed and operate properly. If any canal gate cannot be repaired to the satisfaction of MID, the Contractor shall provide a new canal gate of the same type and size at his own expense.

Measurement and Payment:

The contract unit price paid for Irrigation Control Box of the sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the irrigation control box, including concrete and reinforcing steel, repair and reinstallation of canal gate valves, and redwood deck, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

SECTION 51: HORSESHOE FIELD VALVE STRUCTURE

Portland cement concrete for field valve structure shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Field valve shall be Waterman alfalfa valve with extended handle or equivalent.

Measurement and Payment:

The contract unit price paid for horseshoe field valve structure of the size shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the horseshoe field valve structure, including concrete, reinforcing steel, valve and riser, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

SECTION 52: CONCRETE PIPE COLLAR

Portland cement concrete for concrete pipe collar shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

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Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Measurement and Payment:

The contract unit price paid for concrete pipe collar shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the concrete pipe collar, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

SECTION 53: PVC PIPE

Polyvinyl Chloride (PVC) pipe for irrigation lines shall be solid wall pipe rated to 100 psi (SDR 41). Starter couplers shall be used at each end of PVC pipe, cast into wall of control structure and connected to existing RCP with a concrete collar. At the Contractor's option, reinforced concrete pipe conforming to Section 43 "Reinforced Concrete Pipe" of these construction details may be used in place of PVC pipe, with RCP cast into the wall of control structure and connected to existing RCP with a concrete collar.

Measurement and Payment:

The contract price paid per linear foot for PVC pipe of the sizes shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the PVC pipe, including excavation and backfill, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer. If RCP is used in place of PVC pipe, the pipe will be measured and paid for as PVC pipe.

SECTION 54: CONCRETE CANAL TIE-IN

Portland cement concrete for concrete canal tie-in shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Measurement and Payment:

The contract lump sum price paid for concrete canal tie-in shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the concrete canal tie-in, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

SECTION 55: CONCRETE PIPE PLUG

Portland cement concrete for concrete pipe plug shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications.

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Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Measurement and Payment:

The contract unit price paid for each concrete pipe plug shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the concrete pipe plug, as shown on the plans and Modesto Irrigation District standards, as specified in the Standard Specifications and these Construction Details, and as directed by the Engineer.

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