

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

DEPT: Public Works

BOARD AGENDA # \*C-4

Urgent

Routine

AGENDA DATE December 16, 2008

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Adopt Plans and Specifications for the Denair Lighting District Improvements – Phase I and Set the Bid Opening Date and Time for January 28, 2009, 2:00 P.M.

STAFF RECOMMENDATIONS:

1. Adopt plans and specifications for the Denair Lighting District Improvements - Phase I and set the bid opening date and time for January 28, 2009, 2:00 P.M.
2. Direct the Clerk of the Board to publish notice inviting bids for the project as required by law and set January 28, 2009, prior to 2:00 P.M., as the deadline for submission of bids.
3. Direct the Public Works Department staff to mail a notice inviting bids to trade journals as required by law.

FISCAL IMPACT:

The total estimated cost for this project is \$38,500. Initial funding for the project will be provided by the Road Fund. The Road Fund will be reimbursed, over a five-year period, for all costs by the Denair Lighting District. The additional cost to property owners for this project is expected to be approximately \$6 per year for the payback of each phase. At this time, \$5,000 is required for reproduction costs, advertisement costs and other miscellaneous costs associated with the bid process. This is funded in the existing Road Operations budget.

BOARD ACTION AS FOLLOWS:

No. 2008-857

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: District Two vacant

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Adopt Plans and Specifications for the Denair Lighting District Improvements – Phase I and Set the Bid Opening Date and Time for January 28, 2009, 2:00 P.M.

**DISCUSSION:**

The Denair Lighting District was formed in 1915 to provide street light services to property owners within the town of Denair. The requested project will add street lighting in residential neighborhoods that currently lack nighttime illumination, improving safety in the neighborhoods.

Public Works was approached by residents of the district requesting additional lighting. In response, Public Works staff attended a meeting of the Denair Municipal Advisory Council (MAC) to get community feedback and develop possible solutions. Department staff attended the July 1<sup>st</sup>, 2008 Denair MAC meeting and proposed the plans and the phasing of the project.

The project will consist of two phases over a period of 10 years. This was done to keep the costs manageable for the residents and to speed delivery of the project. The current phase, Phase I, includes the addition of two (2) electroliers (street lights) along Story Road, two along Karyn Dawn Drive at the intersections of Stacey Court and Ellie Court and one (1) on Kristi Drive. Five years later, if full reimbursements for Phase I improvements have been received, Phase II will be the addition of three (3) 100 watt electroliers in the cul-de-sacs, one (1) at the turning bulb on Kristi Drive, and the installation of two (2) 100 watt electroliers to fill in the areas that exceed the County's standard spacing of 330 feet.

In accordance to the current utility rates provided by the Turlock Irrigation District's fee schedule and the engineers estimated operational costs for the project, the annual assessment would be increased by \$5.95 per parcel per year. After the application of the approved formula, the 2008/2009 Fiscal Year annual assessment of all properties within the district for lighting services was \$22.90 per parcel. Using the same approved formula, the proposal would increase the 2009/2010 through 2013/2014 Fiscal Year assessment to \$28.85 per parcel per year or a monthly cost of \$2.41 for the first phase of five (5) electroliers over a five (5) year period.

At the conclusion of the estimated 10-year payback period for the completed project, the annual assessment will be valued upon the application of the approved formula.

Department of Public Works staff recommends that the Board of Supervisors adopt the plans and specifications and set the bid opening date.

The following tentative schedule is provided:

Adopt Plans & Specifications, Advertise	December 16, 2008
Receive Bids	January 28, 2009
Award Contract	March 3, 2009

This project is exempt from the California Environmental Quality Act (CEQA) under Title 14, Section 15303 of the California Code of Regulations.

Approval to Adopt Plans and Specifications for the Denair Lighting District Improvements – Phase I and Set the Bid Opening Date and Time for January 28, 2009, 2:00 P.M.

**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.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**AM:sr**

L:\roads9209denairlightingdistrict\bos\adopt\denairboarditem12-16-08

## **NOTICE TO CONTRACTORS**

### **“Denair Lighting District Improvements”**

Owner is Stanislaus County, Modesto CA; Engineer’s Estimate is between \$35,000 and \$40,000. Sealed bids are due before 2:00 P.M., January 28, 2009, to the Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, CA 95354; Project Contact is MaliziaA@stancounty.com(209) 525-4126, Work to be accomplished includes the installation of two new poles and electroliers along Story Road, the addition of an arm and electrolier to an existing utility pole on Story Road, and the installation of two new poles and electroliers along Karyn Dawn Drive within the Denair Lighting District, and other such items not mentioned herein that are required by the plans and specifications. Plans and specifications are available for purchase from Stockton Blue, Modesto CA, 209-524-2924 and can also be viewed and/or purchased on [www.stocktonblue.com](http://www.stocktonblue.com) under “Public Plan Room”.

STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
PLANS FOR THE CONSTRUCTION OF  
**DENAIR LIGHTING DISTRICT  
PHASE 1**



DATE: 12/12/09	DATE REVISION: _____
BY: [Signature]	DESCRIPTION: _____
NO. _____	NO. _____

**STANISLAUS COUNTY**  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING AND OPERATIONS DIVISION  
1716 MORSON ROAD - MODESTO, CA 95338



COVER SHEET  
IMPROVEMENT PLANS FOR:  
**DENAIR LIGHTING DISTRICT  
PHASE 1**  
DENAIR, CALIFORNIA

JOB NO. \_\_\_\_\_  
DATE: \_\_\_\_\_  
DR BY: AJM  
CK BY: \_\_\_\_\_  
SCALE: AS SHOWN

SHEET NUMBER  
**1**  
OF 4 SHEETS

- INDEX OF SHEETS
1. COVER SHEET
  2. GENERAL NOTES
  3. ELECTROILER LAYOUT
  4. DETAILS SHEET

LEGEND

	EXISTING	PROPOSED
FIRE HYDRANT	□	□
150W ELECTROILER REV. PLATE NO. 1-1	□	□
150W ELECTROILER REV. PLATE NO. 1-1	□	□
CURB CUTTER AND SIDEWALK	□	□



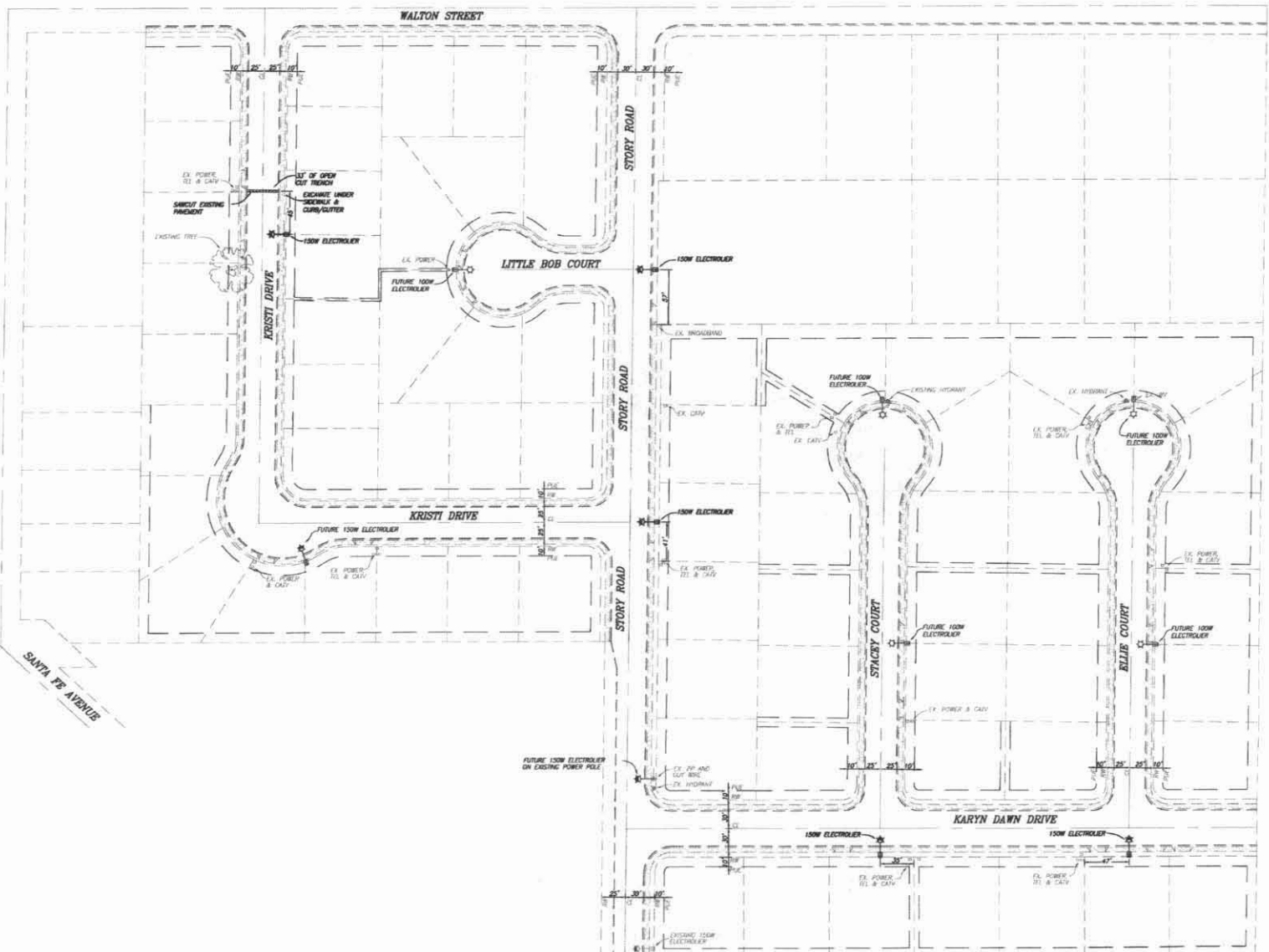
VICINITY MAP  
NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)  
OF LICENSE AS SPECIFIED IN THE "INVITATION TO BIDDERS"

APPROVED FOR CONNECTION TO T.I.D. FACILITIES  
TURLOCK IRRIGATION DISTRICT DATE \_\_\_\_\_







NO.	DESCRIPTION	DATE	BY
1	REVISIONS		
2	REVISIONS		
3	REVISIONS		

STANISLAUS COUNTY  
 DEPARTMENT OF PUBLIC WORKS  
 COUNTY ENGINEER  
 1716 MORROW ROAD - MERCED, CA 95358

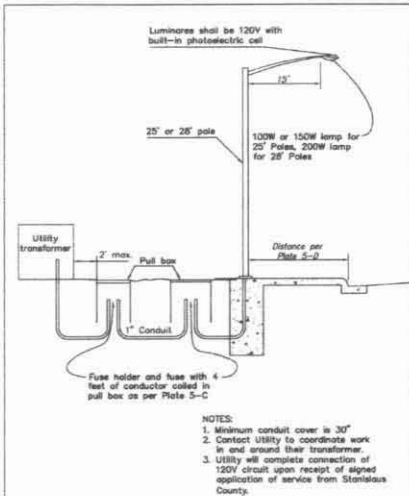


ELECTROLIER LAYOUT  
 IMPROVEMENT PLANS FOR  
 DENAIR LIGHTING DISTRICT  
 PHASE I  
 DENAIR, CALIFORNIA

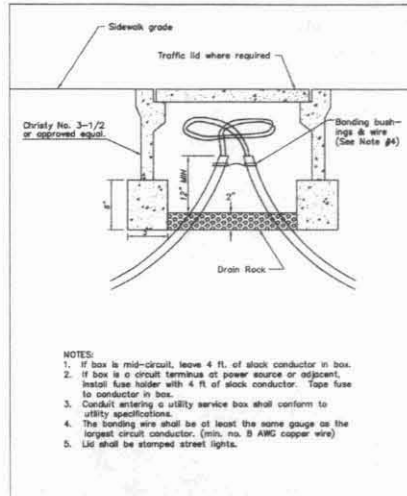
JOB NO. 0001  
 DATE  
 DR BY: AM  
 CK BY:  
 SCALE: AS SHOWN



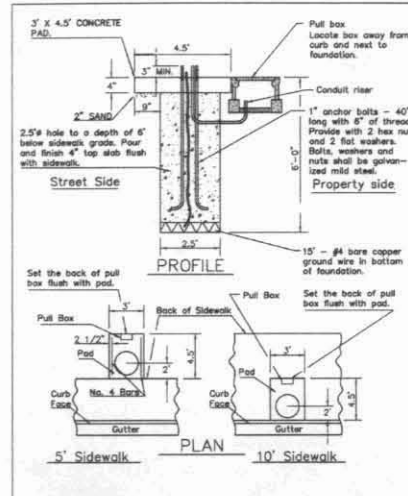
SHEET NUMBER  
**3**  
 OF 4 SHEETS



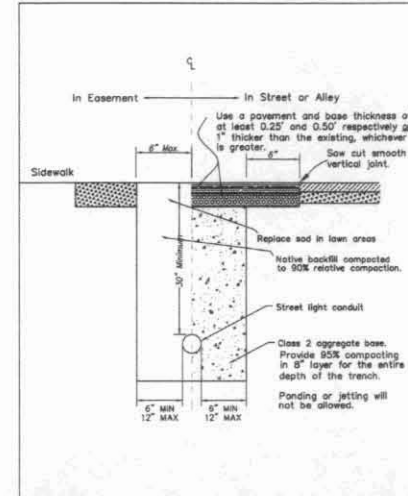
	No.	Revised	By	Approved by
				<i>[Signature]</i>
	LIGHT POLE INSTALLATION LAYOUT			
	COUNTY OF STANISLAUS			
	DEPARTMENT OF PUBLIC WORKS			
	Date	01/02/2007		
	Drawn by	S. Erickson		
	Plate No.	5-C		



	No.	Revised	By	Approved by
				<i>[Signature]</i>
	PULL BOX STATEMENT			
	COUNTY OF STANISLAUS			
	DEPARTMENT OF PUBLIC WORKS			
	Date	01/02/2007		
	Drawn by	S. Erickson		
	Plate No.	5-C		



	No.	Revised	By	Approved by
				<i>[Signature]</i>
	LIGHT POLE FOUNDATION			
	COUNTY OF STANISLAUS			
	DEPARTMENT OF PUBLIC WORKS			
	Date	01/02/2007		
	Drawn by	S. Erickson		
	Plate No.	5-D		



	No.	Revised	By	Approved by
				<i>[Signature]</i>
	STREET LIGHT CONDUIT DETAIL			
	COUNTY OF STANISLAUS			
	DEPARTMENT OF PUBLIC WORKS			
	Date	01/02/2007		
	Drawn by	S. Erickson		
	Plate No.	5-E		



DESIGNED BY	DATE	DATE
<i>[Signature]</i>	01/02/07	
CHECKED BY	DATE	DATE
<i>[Signature]</i>		
NO. REVISIONS	DATE	DATE
NO. REVISIONS	DATE	DATE

STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
CONSTRUCTION AND OPERATIONS DIVISION  
1175 MEXIGAN ROAD - MERRILL, CA 95359



DETAILS  
APPROXIMATE PLANS FOR  
DENAIR LIGHTING DISTRICT  
PHASE 1  
DENAIR, CALIFORNIA

JOB NO.	2000
DATE	
OR BY	AW
CK BY	
SCALE	AS SHOWN
SHEET NUMBER	4
OF 4 SHEETS	





**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

**INVITATION TO BIDDERS AND SPECIAL PROVISIONS  
FOR THE  
DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE 1**

**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.**



A handwritten signature in black ink, appearing to read "D. Leamon", written over a horizontal line.

**David A. Leamon**

**Approved by Stanislaus County Board of Supervisors: December 16, 2008  
Bid Opening Time and Date: January 28, 2009 2:00PM**

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

Contractors are invited to submit written, formal bids for the **Denair Lighting District Improvements – Phase I** project. Estimated Construction cost for this project is between \$35,000 and \$40,000. The work to be accomplished includes the installation of five electroliers in the urban area of Denair in Stanislaus County, 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](http://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. Email your questions to [Andrew.Malizia@stancounty.com](mailto:Andrew.Malizia@stancounty.com) Email or fax your questions to 209-525-4126, Attn: Andrew Malizia

Bid forms are provided in the “Bid Proposal and Contract” booklet. Bids shall be submitted in a sealed envelope and plainly marked **Denair Lighting District Improvements – Phase I**. Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to January 28, 2009 2:00PM, as evidenced by the Clerk’s date/time stamp on the envelopes. The bids will be publicly opened in Ste. 6005 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 January 28, 2009.

ATTEST:

CHRISTINE FERRARO TALLMAN

Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By \_\_\_\_\_

Deputy Clerk

Advertise: December 17, 2008; December 24, 2008; December 31, 2008

**CONTRACTOR'S BID QUANTITIES:**

**LOCATED IN THE BID PROPOSAL AND CONTRACT FOR THE Denair Lighting District Improvements – Phase I\_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 Noncollusion Affidavit is included in the Proposal.

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

## **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 30 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 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 Design Division, Andrew Malizia, 209 525 4126 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:

<b>EVENT DESCRIPTION</b>	<b>ANTICIPATED DATE</b>
BOARD APPROVAL OF PLANS AND SPECIFICATIONS	December 16, 2008
PROJECT ADVERTISEMENT	Dec. 17, 24, & 31, 2008
LAST DAY CONTRACTORS CLARIFICATION REQUESTS	January 21, 2009
ISSUANCE OF ADDENDUM (IF NEEDED)	January 23, 2009
BID OPENING	January 28, 2009
BOARD APPROVAL OF CONTRACT	March 03, 2009

**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:

<b>Approach Speed of Public Traffic (Posted Limit)</b>	<b>Work Areas</b>
(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](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 Denair Lighting District Improvements – Phase I under the heading entitled, “Insurance Requirements”

## **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 Engineer shall 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. If the Contractor fails to protect said stakes and monuments, the Contractor shall request the Engineer to reestablish said stakes and monuments. Any cost to restore said stakes and monuments shall be borne by the Contractor. The County reserves the right to deduct from any progress payment due the Contractor the cost of restoring any stakes and/or monuments.

## **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 required for this project will include the installation of two new poles and electroliers along Story Road, the addition of an arm and electrolier to an

existing utility pole on Story Road, and the installation of two new poles and electroliers along Karyn Dawn Drive within the Denair Lighting District.

**COUNTY OF STANISLAUS**  
**DEPARTMENT OF PUBLIC WORKS**

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**PART II**  
**BID PROPOSAL AND CONTRACT**  
**FOR THE**  
**DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE 1**

**Approved by Stanislaus County Board of Supervisors: November 04, 2008**  
**Bid Opening Time and Date: January 07, 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 Denair Lighting District Improvements – Phase I**" and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6500, Modesto, California, 95354 **PRIOR TO 2:00 P.M., January 28, 2009.** 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

### DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE I

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_  
*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO: AREA CODE ( ) \_\_\_\_\_

FAX NO: AREA CODE ( ) \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006, the Standard Specifications, dated May 2006, 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 **December 16, 2008**, and are entitled:

**COUNTY OF STANISLAUS, DEPARTMENT OF PUBLIC WORKS  
INVITATION TO BIDDERS AND SPECIAL PROVISIONS; PLANS FOR THE CONSTRUCTION  
OF THE  
DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE I**

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 therefor 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  
Noncollusion 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  
Denair Lighting District Improvements – Phase I**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	MOBILIZATION	1	LS		
2	WATER POLLUTION CONTROL (WPC) (SWPPP)	1	LS		
3	CONSTRUCTION AREA SIGNS	1	LS		
4	TRAFFIC CONTROL SYSTEM	1	LS		
5	150-WATT STREET LIGHT (COMPLETE)	4	EA		
6	150-WATT STREET LIGHT (ARM)	1	EA		
7	PULL BOX (NO. 3-1/2)	6	EA		
8	CONDUIT AND WIRING	430	LF		
				<b>TOTAL</b>	

(SIGNED)\_\_\_\_\_Date:\_\_\_\_\_

**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  
Denair Lighting District Improvements – Phase I**

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_ DATE RECEIVED \_\_\_\_ INITIALS \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

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

## SUBCONTRACTORS LIST

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "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			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

---

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

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

**PUBLIC CONTRACT CODE**  
**Public Contract Code Section 10285.1 Statement**

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

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

---

**Public Contract Code Section 10162 Questionnaire**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

---

**Public Contract Code 10232 Statement**

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

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**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

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

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

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

**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 \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ TEL. \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_  
(Signature)

DATED \_\_\_\_\_

**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: \_\_\_\_\_

**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.**

# W-9 FORM



## PROPOSAL SIGNATURE SHEET

ACCOMPANING THIS PROPOSAL IS \_\_\_\_\_ (INSERT THE WORDS "CASH (\$ \_\_\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE) IN AMOUNT EQUAL TO AT LEAST TEN PERCENT OF THE TOTAL OF THE BID.

THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL AS PRINCIPALS ARE AS FOLLOWS:

### IMPORTANT NOTICE

*If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

LICENSED IN CONFORMANCE WITH AN ACT PROVIDING FOR THE REGISTRATION OF CONTRACTORS,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

Expiration Date \_\_\_\_\_

**ADDENDA** — THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S \_\_\_\_\_

*(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)*

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

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

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

We, \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety  
are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in  
the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the  
Obligee for the work described below, for the payment of which sum we bind ourselves, jointly  
and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **Denair Lighting District  
Improvements – Phase I**, for which bids are to be opened at Stanislaus County Board of  
Supervisors Office, Tenth Street Place, 1010 10th Street, Ste. 6500, Modesto, CA, **January 28,  
2009**.

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

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

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Principal*

\_\_\_\_\_  
*Surety*  
By \_\_\_\_\_  
*Attorney-in-fact*

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL

**Note: A Bidder's Bond must be completed and submitted with your bid for  
your bid to be accepted as complete.**

**CONSTRUCTION PERFORMANCE BOND**

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated \_\_\_\_\_, 200\_\_ is in the penal sum of \_\_\_\_\_ Insert Amount [which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to Insert Name of Contractor ("Contractor"), Insert name of Surety ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

**CONTRACTOR:**

**SURETY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT: Denair Lighting District Improvements – Phase I  
CONTRACT NUMBER: 2008-12

DATED \_\_\_\_\_, 200\_\_ in the Amount of \$ \_\_\_\_\_  
(the "Penal Sum").

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Note: A Performance Bond will be required prior to contract execution with the successful bidder.**

## CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain

a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
  - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No

extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
  - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND METERIAL PAYMENT BOND ("Bond") is dated [Month, Day, [200\_] is in the penal sum of Insert Amount which is one hundred percent of the Contract Sum, and is entered into by and between the parities listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached to this page. Any singular reference to Insert name of Contractor ("Contractor"), Insert name of Surety ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal Place of Business

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT: COUNTY OF STANISLAUS DENAIR LIGHTING DISTRICT IMPROVEMENTS PHASE I  
CONTRACT NUMBER: 2008-12

Dated \_\_\_\_\_, 200\_ in the amount of \_\_\_\_\_  
(the "Penal Sum").

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Note: A Payment Bond will be required prior to contract execution with the successful bidder.**

## CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
  - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to made payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.



8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
  - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted.. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
  - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

- 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

## **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](http://www.dir.ca.gov/DLSR/statistics_research.html)

**COUNTY OF STANISLAUS**  
**DEPARTMENT OF PUBLIC WORKS**

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**PART IV**  
**ADMENDMENTS TO THE MAY 2006 STANDARD**  
**SPECIFICATIONS**

**FOR THE**  
**DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE 1**

**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/](http://www.dot.ca.gov/hq/esc/oe/specifications/SSPs/2006-SSPs/Sec_01-03/)**

**Approved by Stanislaus County Board of Supervisors: December 16, 2008**  
**Bid Opening Time and Date: January 28, 2009 2:00PM**

**COUNTY OF STANISLAUS**  
**DEPARTMENT OF PUBLIC WORKS**

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**PART V**  
**CONSTRUCTION DETAILS**  
**FOR THE**  
**DENAIR LIGHTING DISTRICT IMPROVEMENTS – PHASE 1**

**Approved by Stanislaus County Board of Supervisors: December 16, 2008**  
**Bid Opening Time and Date: January 28, 2009 2:00PM**

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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)**

- A. Apex, Model 921AR (100 mm x 100 mm)
- B. Avery Dennison (formerly Stimsonite), Models C88 (100 mm x 100 mm), 911 (100 mm x 100 mm) and 953 (70 mm x 114 mm)
- C. Ray-O-Lite, Model "AA" ARS (100 mm x 100 mm)
- D. 3M Series 290 (89 mm x 100 mm)

### **RETROREFLECTIVE WITH ABRASION RESISTANT SURFACE (ARS) (for recessed applications only)**

- A. Avery Dennison (formerly Stimsonite), Model 948 (58 mm x 119 mm)
- B. Avery Dennison (formerly Stimsonite), Model 944SB (51 mm x 100 mm)\*



- C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*  
\*For use only in 114 mm wide (older) recessed slots

**NON-REFLECTIVE FOR USE WITH EPOXY ADHESIVE, 100 MM ROUND**

- A. Apex Universal (Ceramic)

**NON-REFLECTIVE FOR USE WITH BITUMEN ADHESIVE, 100 MM ROUND**

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Novabrite Models Adot-w (White) Adot-y (Yellow), (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)
- I. Zumar Industries, "Titan TM40A" (ABS)

**PAVEMENT MARKERS, TEMPORARY TYPE**

**TEMPORARY MARKERS FOR LONG TERM DAY/NIGHT USE (6 MONTHS OR LESS)**

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- C. Road Creations, Model R41C (100 mm x 100 mm)
- D. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

**TEMPORARY MARKERS FOR SHORT TERM DAY/NIGHT USE (14 DAYS OR LESS)**

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

- A. Apex Universal, Model 932
- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"

- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

**TEMPORARY (REMOVABLE) STRIPING AND PAVEMENT MARKING TAPE  
(6 MONTHS OR LESS)**

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"
- F. Trelleborg Industri, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask (Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line" (Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape (Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industri, RB-140 (Black Tape: for use only on Asphalt Concrete Surfaces)

**PREFORMED THERMOPLASTIC (HEATED IN PLACE)**

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark" and "Premark 20/20 Flex"

**CERAMIC SURFACING LAMINATE, 150 MM X 150 MM**

- A. Safeline Industries/Highway Ceramics, Inc.

**CLASS 1 DELINEATORS One Piece Driveable Flexible Type, 1700 mm**

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

**SPECIAL USE FLEXIBLE TYPE, 1700 MM**

- A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
- B. Carsonite, "Survivor" (with 450 mm U-Channel base)

- C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
- F. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- G. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

#### **SURFACE MOUNT FLEXIBLE TYPE, 1200 MM**

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

#### **CHANNELIZERS SURFACE MOUNT TYPE, 900 MM**

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flex-Guide Models FG300LD and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Repo, Models 300 and 400
- I. Safe-Hit, Guide Post, Model SH236SMA
- J. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- K. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)

#### **CONICAL DELINEATORS, 1070 mm (For 700 mm Traffic Cones, see Standard Specifications)**

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"

#### **OBJECT MARKERS**

Type "K", 450 mm

- A. Carsonite, Model SMD 615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

**TYPE "K-4" / "Q" OBJECT MARKERS, 600 MM**

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- G. The Line Connection, Model DP21-4Q

**CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K)  
REFLECTORS**

**Impactable Type**

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Sun-Lab Technology, "Safety Guide Light Model TM-5"

**Non-Impactable Type**

- A. ARTUK, JD Series
- B. Vega Molded Products, Models GBM and JD

**THREE BEAM BARRIER MARKERS (For use to the left of traffic)**

- A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
- B. Duraflex Corp., "Railrider"

**CONCRETE BARRIER DELINEATORS, 400 MM (For use to the right of traffic)**

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM16," 75 mm x 300 mm

**CONCRETE BARRIER-MOUNTED MINI-DRUM (260 MM X 360 MM X 570 MM)**

- A. Stinson Equipment Company "SaddleMarker"

**SOUND WALL DELINEATOR (Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)**

- A. Bunzl Extrusion, PCBM S-36

- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 75 mm x 300 mm

**GUARD RAILING DELINEATOR** (Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

**RETROREFLECTIVE SHEETING**

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (Formerly Stimsonite, Series 6200) (For rigid substrate devices only)
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- C. Reflexite, PC-1000 Metalized Polycarbonate
- D. Reflexite, AC-1000 Acrylic
- E. Reflexite, AP-1000 Metalized Polyester
- F. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- G. 3M, High Intensity

**TRAFFIC CONES, 330 MM SLEEVES**

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

**TRAFFIC CONES, 100 MM AND 150 MM SLEEVES**

- A. Nippon Carbide, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840

**BARRELS AND DRUMS**

- A. Avery Dennison W-6100
- B. Nippon Carbide, Flexible Ultralite Grade (ULG) II

- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

**BARRICADES: TYPE I, MEDIUM-INTENSITY (TYPICALLY ENCLOSED LENS, GLASS-BEAD ELEMENT)**

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

**BARRICADES: TYPE II, MEDIUM-HIGH-INTENSITY (TYPICALLY ENCLOSED LENS, GLASS-BEAD ELEMENT)**

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

**SIGNS: TYPE II, MEDIUM-HIGH-INTENSITY (TYPICALLY ENCLOSED LENS, GLASS-BEAD ELEMENT)**

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

**SIGNS: TYPE III, HIGH-INTENSITY (TYPICALLY ENCAPSULATED GLASS-BEAD ELEMENT)**

- A. Avery Dennison, T-5500 Series
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II
- C. 3M Series 3870

**SIGNS: TYPE IV, HIGH-INTENSITY (TYPICALLY UNMETALLIZED MICROPRISMATIC ELEMENT)**

- A. Avery Dennison, T-6500 Series (Formerly Stimsonite Series 6200)

**SIGNS: TYPE VI, ELASTOMERIC (ROLL-UP) HIGH-INTENSITY, WITHOUT ADHESIVE**

- A. Reflexite "Vinyl" (Orange)
- B. Reflexite "SuperBright" (Fluorescent orange)
- C. Reflexite "Marathon" (Fluorescent orange)
- D. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

**SIGNS: TYPE VII, SUPER-HIGH-INTENSITY (TYPICALLY UNMETALLIZED MICROPRISMATIC ELEMENT)**

- A. 3M LDP Series 3970

**SIGNS: TYPE VIII, SUPER-HIGH-INTENSITY (TYPICALLY UNMETALLIZED MICROPRISMATIC ELEMENT)**

- A. Avery Dennison, T-7500 Series

**SPECIALTY SIGNS**

- A. All Sign Products, STOP Sign (All Plastic), 750 mm
- B. Relexite "Endurance" Work Zone Sign

**SIGN SUBSTRATE**

**Fiberglass Reinforced Plastic (FRP)**

- A. Fiber-Brite
- B. Sequentia, "Polyplate"

**ALUMINUM**

**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.

The first order of work shall to be to mobilize, stage equipment, and setup any traffic control devices necessary.

The second order of work is to perform full installation of the electrolier system.

The third order of work is to test electrolier system.

The final order of work is to have energized electroliers inspected and improved by County officials.

**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.

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 from 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 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

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.

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

Installation of the following utility facilities will require coordination with the Contractor's operations. The Contractor shall make the necessary arrangements with the utility company, through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company, to the Engineer. The schedule of work shall provide not less than the following number of working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications for the utility company to complete their work:

Utility	Location	Working Days
Insert Utility	Insert Location	Insert Working Days
Insert Utility	Insert Location	Insert Working Days
Insert Utility	Insert Location	Insert Working Days
Insert Utility	Insert Location	Insert Working Days

## **SECTION 5: DUST CONTROL**

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

## **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 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg {100 pounds}), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 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 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post {post mile} of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg {100 pounds}), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address:

<http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>.

The Department maintains a secondary list at the following internet address:

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

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

### **Measurement and Payment:**

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and for providing a list of Category 2 devices used on the project and

labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefore.

## **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 Delineation Materials" of these Construction Details. Type II retroreflective sheeting shall not be used on construction area sign panels.

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.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these Construction Details.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

### **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 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.

Insert Written Number portable changeable message signs shall be furnished, placed, operated, and maintained where designated by the Engineer in conformance with the

provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

**Measurement and Payment:**

Full compensation for portable changeable message signs shall be considered as included in the contract lump sum price for Traffic Control System and no separate payment will be made therefor.

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.

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

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, 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.

**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 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**

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

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 calendar days. Prior to the end of the 14 calendar days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 calendar days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

### **Measurement and Payment:**

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

## **SECTION 13: BARRICADES**

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

Attention is directed to "Prequalified and Tested Signing and Delineation Materials" of these Construction Details regarding retroreflective sheeting for barricades.

At the time of completion of the project, certain barricades shall be left in place as directed by the Engineer. In addition to the contract unit price or prices paid for the type or types of barricades, the cost of leaving the barricades in place will be paid for at the contract unit price for barricade (left in place).

Construction area sign and marker panels conforming to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans.

Sign panels for construction area signs and marker panels installed on barricades shall conform to the provisions in Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications.

**Measurement and Payment:**

Full compensation for furnishing, installing, maintaining, and removing construction area signs and marker panels on barricades shall be considered as included in the contract unit price paid for the type of barricade involved and no separate payment will be made therefor.

Barricades shown on the plans as part of a traffic control system will be paid for as provided in "Traffic Control System for Lane Closure" of these Construction Details and will not be included in the count for payment of barricades.

**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 lawn, shrubbery, 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 figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

Concrete within construction limits, both inside and outside the highway right of way, shall be removed, except for curbs and sidewalks adjacent to frontage roads and through city streets.

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.

Concrete to be removed which has portions of the same structure both above and belowground will be considered as concrete above ground for compensation

Plans of the existing bridge may be requested by fax from the County of Stanislaus, Department of Public Works, Fax 209-525-4183.

Plans of the existing bridges available to the Contractor are reproductions of the original contract plans with significant changes noted and working drawings and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

**SECTION 15: REMOVE AND DISPOSE OF EXISTING DRAINAGE AND IRRIGATION FACILITIES --- N/A**

**SECTION 16: RESET MAILBOX**

All existing mailboxes including but not limited to joint/gang mailboxes, and private mailboxes shall be removed and reset. During construction the mailboxes shall be moved as necessary to clear the way for Contractors operations, but at all times shall be accessible for delivery. During construction the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the engineer.

When construction is complete the mailboxes shall be installed in final position on posts or supports equivalent to the original.

Newspaper boxes on individual posts will be considered as mailboxes for measurement and payment. Newspaper boxes attached to existing mailbox posts, fences or other supports other than posts will be removed and refastened to the relocated facility and no separate payment will be made therefore.

**Measurement and Payment:**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with disposing of existing posts as necessary, moving and maintaining the boxes (regardless of the number of moves required), and for furnishing new posts, planks and hardware as necessary shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefore.

**SECTION 17: RESET ROADSIDE SIGNS**

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

When construction is complete the signs shall be installed in final position on posts or supports equivalent to the original.

**Measurement and Payment:**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with reset roadside sign all in accordance with the plans, specifications and these Construction Details shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefore.

**SECTION 18: ADJUST FRAMES AND COVERS AND FRAMES AND GRATES TO GRADE --- N/A**

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

Curb and gutter and sidewalk designated on the plans to be removed, shall be removed and disposed of.

Attention is directed to the provisions in Sections 16, "Clearing and Grubbing," and 19-1.04, "Removal and Disposal of Buried man-made Objects," of the Standard Specifications and these Construction Details.

Removed curb and gutter and sidewalk 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.

**Measurement and Payment:**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with removing curb and gutter and sidewalk all in accordance with the plans, specifications and these Construction Details shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefore.

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

The existing septic system (septic tank, piping, leach lines and distribution box) shown on the plans to be R& D shall be removed and disposed of in accordance with County Department of Environmental Services requirements. Full compensation for doing all work involved with removing and disposing of the septic system including any application and inspection costs shall be considered as included in the price pad for clearing and grubbing and no additional compensation will be allowed therefore.

Bridge removal shall conform to section 10-1.12M BRIDGE REMOVAL of these Construction Details.

**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 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 75 mm {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 roadway excavation, 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 and then adding a quantity of 5300 cubic yards for the anticipated effect of subsidence. No adjustment will be made in the event that the anticipated subsidence does not equal the actual subsidence.
- E. The Contractor may propose a plan whereby the Contractor would be paid on the basis of measured settlement in lieu of the allowance specified above. The proposal shall include complete details of the subsidence-measuring devices and a detailed plan of each installation. If the proposed plan is approved by the Engineer, the Contractor, at the Contractor's expense, shall provide, install and maintain the subsidence-measuring devices. The Engineer will take necessary readings to determine the progress of subsidence, if any, and the Contractor shall provide necessary assistance to make the readings.
- F. Installed devices which are determined by the Engineer to have been damaged will not be used for the determination of subsidence for the area the devices represent in the pattern of approved installations. The subsidence of the area represented by that installation shall be considered zero, regardless of the subsidence measured at other installations.
- G. The volumes required as a result of subsidence will be computed by the average-end-area method from the original measurements and the final measurements, including zero subsidence at all points and for all areas as provided herein. It shall be understood and agreed that the subsidence at the point of intersection of the side slopes (and end slopes at structures) with the ground line as established by the original cross sections shall be considered as zero. Unless otherwise agreed to by the Engineer, the subsidence shall be considered as zero at the points on the cross sections 15 m {50 feet} beyond the beginning and ending of the instrumented area. The computed volumes for such subsidence will be added to the quantities of embankment measured as specified herein.
- H. Detachable elements of the subsidence-measuring devices which can be salvaged without damage to the work shall remain the property of the Contractor and shall be removed from the highway right of way after final measurements are made.

### **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.

### **SECTION 24:       ASPHALT CONCRETE --- N/A**

**SECTION 25: SURVEY MONUMENTS**

Survey monuments shall be constructed in conformance with the plans and provisions in Section 81, "Monuments," of the Standard Specifications and these Construction Details. Concrete shall be Class 3 or minor concrete at the option of the Contractor. The cast steel and gray cast iron frames and covers, including hardware, shall conform to the provisions in Section 55-2, "Materials," of the Standard Specifications.

**Measurement and Payment:**

Full compensation for Survey Monuments shall be considered as included in the contract unit price paid per Survey Monuments and no separate payment will be made therefore.

**SECTION 26: MARKERS AND DELINEATORS**

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these Construction Details.

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

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these Construction Details.

**Measurement and Payment:**

Full compensation for furnishing and installing Markers and Delineators shall be considered as included in the contract unit price paid for Markers and Delineators and no separate payment will be made therefore.

**SECTION 27: METAL BEAM GUARD RAILING --- N/A**

**SECTION 28: THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING --- N/A**

**SECTION 29: PAINT TRAFFIC STRIPE AND PAVEMENT MARKING --- N/A**

**SECTION 30: ROADSIDE SIGNS**

Roadside signs shall be installed at the locations shown on the plans or where designated by the Engineer.



**MEASUREMENT AND PAYMENT:**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with construction of roadside signs all in accordance with the plans, specifications and these Construction Details shall be considered as included in the contract unit price paid for the item of work and no additional compensation will be allowed therefore.

- SECTION 31: SIGNALS AND LIGHTING --- N/A**
- SECTION 32: RUBBERIZED CHIP SEAL --- N/A**
- SECTION 33: RUBBERIZED ASPHALT CONCRETE (TYPE G) --- N/A**
- SECTION 34: ENVIRONMENTAL MITIGATION**

The Contractor shall conform to these Construction Details.

### **AIR QUALITY**

During construction, the Contractor shall comply with San Joaquin Valley Air Pollution Control District (SJVAPCD) Regulation VII (Fugitive Dust Rules).

The Contractor shall implement the following dust control practices, drawn from Tables 6-2 and 6-3 of the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI), 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 vegetative ground 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, effectively wetted to limit visible dust emissions, or 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.)
- 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. Limit traffic speeds on unpaved roads to 15 mph; and

Install sandbags or other erosion control measures to prevent silt runoff to public roadways from sites with a slope greater than one percent. Erosion control

measures used for environmental mitigation shall not be considered included as part of Erosion control (type D).

Full compensation for all work involved in conforming to the air quality mitigation measures required for environmental mitigation 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.

## **BIOLOGICAL RESOURCES**

The Contractor shall avoid Impacts to Nesting Birds.

- a. Surveys for nesting migratory birds are required prior to any construction-related activities or other site disturbances initiated during the breeding season (February 1 through July 31).
- b. If any construction will occur between February 1 and July 31, surveys for nesting migratory birds shall be conducted no sooner than two weeks prior to the initiation of construction activities or other site disturbances.
- c. An additional survey may be required if periods of construction inactivity (e.g., gaps of activity during grading, tree removal, road building, or structure assembly) exceed a period of three weeks, an interval during which bird species, in the absence of human or construction-related disturbances, may establish a nesting territory and initiate egg laying and incubation.
- d. Should any active nests or breeding areas be discovered, a buffer zone (protected area surrounding the nest) and monitoring plan, if needed, should be developed.

During construction only certified weed-free straw will be used and all disturbed soils will be thoroughly covered with straw (or mulch or chips created on-site during tree removal) upon completion of grading. No seed mixes should be used unless consisting of locally native grasses and forbs.

Surveys for Swainson's hawks shall be conducted in the year that construction is scheduled, and shall be completed no more than 30 days prior to construction by the Contractor. Surveys shall be conducted by a qualified wildlife biologist, in accordance with recommended protocol (Swainson's Hawk TAC 2000). An additional survey may be required if periods of construction inactivity (e.g., gaps of activity during grading, tree removal, road building, or structure assembly) exceed a period of three weeks, an interval during which Swainson's hawks, in the absence of human or construction-related disturbances, may establish a nesting territory and initiate egg laying and incubation. If an active Swainson's hawk nest is discovered nesting in trees within 0.25 miles of the project area, the following mitigation measures are likely to be required [based on CDFG Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (*Buteo swainsoni*) in the Central Valley of California (November 1, 1994)]:

- a. No intensive new disturbances (e.g., heavy equipment operation associated with construction, use of cranes or draglines, new rock crushing activities) or other project related activities which may cause nest abandonment or forced fledging, would be allowed within 1/4 mile (buffer zone) of an active nest between March 1 and September 15 or earlier if a Management Authorization or Biological Opinion is obtained for the project from the CDFG;
- b. Nest trees would not be removed unless there is no feasible way of avoiding it. If a nest tree must be removed, a Management Authorization (including conditions to offset the loss of the nest tree) must be obtained with the tree removal period specified in the Management Authorization generally between October 1 and February 1. If construction or other project related activities that may cause nest abandonment or forced fledging are necessary within the buffer zone, monitoring of the nest site (funded by the project sponsor) by a qualified biologist (to determine if the nest is abandoned) would be required. If it is abandoned and if the nestlings are still alive, the project sponsor must fund the recovery and hacking (controlled release of captive reared young) of the nestling (s). Routine disturbances such as agricultural activities, commuter traffic, and routine facility maintenance activities within 1/4 mile of an active nest would not be prohibited.

Surveys for burrowing owls should be conducted by the Contractor in the year that construction is scheduled. Surveys shall be conducted by a qualified wildlife biologist, in accordance with recommended CDFG protocol (CBOC 1993). Surveys shall be conducted no more than 30 days prior to the onset of construction. An additional survey may be required if periods of construction inactivity (e.g., gaps of activity during grading, tree removal, road building, or structure assembly) exceed a period of three weeks, an interval during which burrowing owls, in the absence of human or construction-related disturbances, may establish a nesting territory and initiate egg laying and incubation. If the surveys reveal the presence of burrowing owls in or near the construction area, CDFG recommends the following mitigation measures (from CDFG Staff Report on Burrowing Owl Mitigation, October 17, 1995):

- a. Occupied burrows should not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by CDFG verifies through non-invasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival;
- b. To offset the loss of foraging and burrow habitat on the project site, a minimum of 6.5 acres of foraging habitat (calculated on 300 feet foraging radius around the burrow) per pair or unpaired resident bird, should be acquired and permanently protected. The protected lands should be adjacent to occupied burrowing owl habitat and at a location acceptable to CDFG. Protection of additional habitat acreage per pair or unpaired

resident bird may be applicable in some instances. Mitigation guidelines developed by the California Burrowing Owl Consortium (CBOC 1993) may also be incorporated into the mitigation requirements;

- c. When destruction of occupied burrows is unavoidable, existing unsuitable burrows should be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1 on the protected lands site;
- d. If owls must be moved away from the disturbance area, passive relocation techniques should be used rather than trapping. At least one or more weeks will be necessary to accomplish this and allow the owls to acclimate to alternate burrows; and
- e. The project sponsor should provide funding for long-term management and monitoring of the protected lands. The monitoring plan should include success criteria, remedial measures, and an annual report to CDFG.

#### **MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the biological resources mitigation measures required for environmental mitigation including preconstruction and on-going surveys of nesting birds, erosion control for environmental mitigation, and surveys for Swainson Hawks and Burrowing Owls, 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**

No surface examination excludes the possibility of buried resources. These may include historical debris such as ceramics, glass, metal, or food remains such as bones, or prehistoric material including chipped stone items like projectiles, ground stone objects such as mortars, pestles, and similar tools, or food remains or human interments. Should any of these items be identified during construction work, activity in the immediate area of the find shall be halted within 150 feet of the find until a qualified archaeologist can evaluate the discovery.

## **Human Remains**

With regard to 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. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of such identification.

Full compensation for all work involved in conforming to the cultural resources mitigation measures required for environmental mitigation 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.

## **NOISE**

As a means of limiting the potential noise impacts associated with construction activities, the following mitigation measures are recommended:

1. All pneumatic tools and demolition equipment operations are limited to the daytime hours.
2. All equipment should be equipped with factory mufflers.
3. All residents in the vicinity are notified in advance of nighttime construction activities.
4. To the extent possible, the nighttime construction work should be limited to the portion of the project site furthest from the residences.

## **MEASUREMENT AND PAYMENT**

Full compensation for all work involved in conforming to the noise mitigation measures required for environmental mitigation 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.

## **TRAFFIC HANDLING**

A traffic handling plan shall be followed during construction of the project to avoid impacts to emergency vehicles and emergency response plans.

## **MEASUREMENT AND PAYMENT**

Full compensation for all work involved in conforming to the traffic handling mitigation measures required for environmental mitigation 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.

## **SECTION 35: PORTABLE CHANGEABLE MESSAGE SIGN**

The Contractor shall furnish, place, operate, and maintain at those locations shown on the plans or where designated by the Engineer in conformance with the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications for the duration of the project or as directed by the Engineer.

**MEASUREMENT AND PAYMENT**

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with portable changeable message sign all in accordance with the plans, specifications and these Construction Details shall be considered as included in the contract unit price paid for Portable Changeable Message Sign and no additional compensation will be allowed therefore.

**SECTION 36: EXISTING HIGHWAY FACILITIES**

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

Except as otherwise provided for damaged materials in Section 15-2.04, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the County, and shall be cleaned, packaged, bundled, tagged, and hauled to the Stanislaus County Corporation Yard at 1716 Morgan Road, Modesto, California and stockpiled.

The Contractor shall notify the Engineer and the Stanislaus County Corporation Yard, telephone (209) 525-6753, a minimum of 48 hours prior to hauling salvaged material to the Corporation Yard.

**SECTION 37: ABANDON CULVERT**

**SECTION 38: COLD PLANE ASPHALT CONCRETE PAVEMENT**

**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.

At the option of the Contractor, controlled low strength material may be used as structure backfill for pipe culverts, except that controlled low strength material shall not be used as structure backfill for culverts having a diameter or span greater than 20 feet.

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.

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 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.

Controlled low strength material used as structure backfill for pipe culverts will be considered structure backfill for compensation purposes.

#### **SECTION 41: SHOULDER BACKING**

#### **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/](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 signal and lighting, and no additional compensation will be allowed therefore.

**SECTION 43: REINFORCED CONCRETE PIPE --- N/A**

**SECTION 44: CORRUGATED METAL PIPE --- N/A**

**SECTION 45: PLASTIC PIPE (SUPPLY LINE) --- N/A**

**SECTION 46: MISCELLANEOUS FACILITIES**

Flared end sections shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

**MEASUREMENT AND PAYMENT**

Full compensation for furnishing and installing flared end section shall be considered as included in the contract unit price paid for the various sizes of Concrete Flared End Section and no additional compensation will be allowed therefore.

**SECTION 47: MISCELLANEOUS CONCRETE CONSTRUCTION**

Minor concrete (curb) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these Construction Details.

**MEASUREMENT AND PAYMENT**

Full compensation for furnishing and installing minor concrete shall be considered as included in the contract unit price paid for Minor Concrete (Curb) and no additional compensation will be allowed therefore.

**SECTION 48: TYPE BW FENCE --- N/A**

**SECTION 49: STREET LIGHTING**

Street lighting work shall conform to the provisions in "Chapter 5: Lighting" of the Stanislaus County Public Works Standards and Specifications: 2007 Edition and these Special Provisions. Refer to construction details 5-B, 5-C, 5-D, and 5-E.

**MEASUREMENT AND PAYMENT**

Full compensation for furnishing and installing street light poles, arms, foundation, concrete, and luminaries, including excavation, shall be considered as included in the contract unit price paid for the various wattages of Street Light (Complete) and no additional compensation will be allowed therefore.

Full compensation for furnishing and installing street light arms, and luminaries, including excavation, shall be considered as included in the contract unit price

paid for the various wattages of Street Light (Arm) and no additional compensation will be allowed therefore.

Full compensation for furnishing and installing pull boxes, including necessary drain rock per Stanislaus County Detail 5-C and excavation, shall be considered in the contract unit price paid for the various types of Pull Box and no additional compensation will be allowed therefore.

Full compensation for furnishing and installing conduit, wiring, bushings, including excavation and trenching and the connection to power service, shall be considered in the contract unit price paid for Conduit and Wiring and no additional compensation will be allowed therefore.

# Affidavit of Publication

STATE OF CALIFORNIA }  
County of Stanislaus }ss.

RUTH REYES

Here-un-to being first duly sworn, deposes and says that all time hereinafter mentioned he/she was a citizen of the United States over the age of twenty-one (21) years, and doing business in said county, not interested in the matter of the attached publication, and is competent to testify in said matter, that he/she was at and during all said time the principal clerk to the printer and publisher of the

DENAIRDISPATCH

a legal newspaper of general circulation published weekly in DENAIR in said County of Stanislaus, State of California: that said

DENAIRDISPATCH

is and was at all times herein mentioned, a newspaper of general circulation as that term is defined by Section 6000 of the Government Code, and as provided by said section and so adjudicated by Decree No. 41926 by the Superior Court of Stanislaus County, State of California, is published for the dissemination of local and telegraphic news and intelligence of a general character, have a bonafide subscription list of paying subscribers, and is not devoted to the interest, or published for the entertainment or instruction of a particular class, profession, trade, calling, race of denomination: or for the entertainment and instruction of any number of such classes, professions, trades, callings, races or denominations: that at all times said newspaper has been established, in DENAIR; in said County and State, at regular intervals for more than one year preceding the first publication of the notice herein mentioned, that said notice was set in type not smaller than nonpareil and was preceded with words printed in blackface type not smaller than nonpareil, describing and expressing in general terms, the purport and character of the notice intended to be given:

## Notice to Contractors.

of which named annexed is a printed copy, was published and printed in said

DENAIR DISPATCH

at least 3 times, commencing on the 23rd day of December 2008 and ending on the 6th day of January 2009 both days inclusive, and as often during said time as said newspaper was regularly issued, to wit:

December 23, 30, 2008  
January 6, 2009

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 6th day of January, 2009



PRINCIPAL CLERK OF THE PRINTER

**PROOF OF PUBLICATION**

DENAIR DISPATCH P.O. BOX 387, DENAIR, CA 95316 TELEPHONE (209)632-7454

## DENAIR DISPATCH

**LEGAL# 1210**

**NOTICE TO**

**CONTRACTORS**

"Denair Lighting District Improvements"

Owner is Stanislaus County, Modesto CA; Engineer's

Estimate is between \$35,000 and \$40,000. Sealed bids

are due before 2:00 P.M., January 28, 2009, to the

Clerk of the Board of Supervisors, 1010 10th

Street, Ste. 6500, Modesto, CA 95354; Project Contact is

MaliziaA@stancounty.com(209) 525-4126, Work to be

accomplished includes the installation of two new poles

and electroliers along Story Road, the addition of an arm

and electrolier to an existing utility pole on Story Road,

and the installation of two new poles and electroliers

along Karyn Dawn Drive within the Denair Lighting

District, and other such items not mentioned herein that

are required by the plans and specifications. Plans

and specifications are available for purchase from

Stockton Blue, Modesto CA, 209-524-2924 and can also

be viewed and/or purchased on [www.stocktonblue.com](http://www.stocktonblue.com)

under "Public Plan Room".  
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1/6/09