



TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

BID BOOK

**NOTICE TO BIDDERS, SPECIAL PROVISIONS,
PROPOSAL, AND CONTRACT**

FOR CONSTRUCTION ON

BOWMAN ROAD SAFE ROUTES TO SCHOOL

**BOWMAN ROAD BETWEEN SEBASTIAN COURT AND EVERGREEN MIDDLE SCHOOL, AND THE
INTERSECTIONS OF STARR RD., KEEPER WAY AND RORY LN., TEHAMA COUNTY, CALIFORNIA**

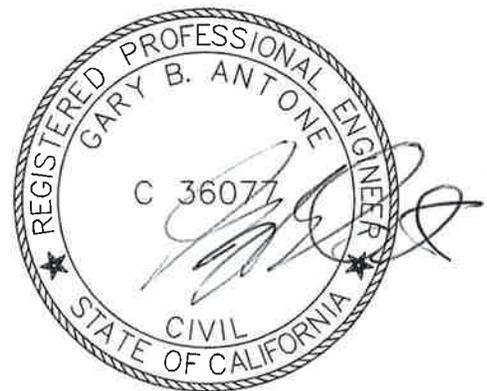
COUNTY PROJECT NUMBER: 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

DATED OCTOBER 2014

FOR USE IN CONNECTION WITH
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS, AND STANDARD PLANS,
DATED 2010
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

BID OPENING: November 19, 2014, 3:00PM (PST)



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ENGINEER SIGNATURE PAGE
BOWMAN ROAD SAFE ROUTES TO SCHOOL

FUNDED WITH CALIFORNIA'S SAFE ROUTES TO SCHOOL PROGRAM FUNDS

COUNTY PROJECT NUMBER: 215391

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSON.




REGISTERED CIVIL ENGINEER

10.21.14
DATED

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IMPORTANT SPECIAL NOTICE

- The Bid Documents are bound in a book together with the Notice to Bidders, Special Provisions, and Contract. The project plans are a separate attachment. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** This includes all DBE related bid forms. The entire bound Bid Book shall be submitted at the time of bid opening. Refer to Section 2.A , “Bid Documents” of these Special Provisions for more information.
- This is NOT a Federal-Aid contract. Refer to Section 1-1.07A “Definitions” of the Standard Specifications.
- Submittal of a complete Subcontractors List must be submitted at bid opening. Refer to Section 2.A-2.b of these Special Provisions for more information.
- The Department has revised its Water Pollution Control requirements. Refer to Section 13 “Water Pollution Control” of these Special Provisions for more information.
- Attention is directed to Section 39-6 of the Standard Specifications, as compensation for Tack Coat material shall be considered as included in the prices paid for Hot Mix Asphalt and no additional compensation will be allowed therefor.
- Attention is directed that Section 12-1.03 “Flagging Costs” of the Standard Specifications is hereby deleted. All flagging costs will be totally (100%) borne by the contractor and no division of costs will be made therefor.
- Attention is directed to Section 5-1.26 of the Standard Specifications and Section 5.D “Construction Surveying” of these Special Provisions, as all Construction Staking shall be provided and performed by the County.
- Attention is directed to Section 13.D-1, “Maintenance of Temporary Items” of these Special Provisions as all costs to maintain temporary sediment and erosion control measures will be totally (100%) borne by the contractor and no division of costs will be made therefor.
- Attention is directed to Section 13-3.04 of the Standard Specifications as the compensation for Rain Event Action Plans and Annual Reports both have a set unit cost.

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NOTICE TO BIDDERS

COUNTY OF TEHAMA DEPARTMENT OF PUBLIC WORKS

Sealed bids for the work shown in the plans and specifications entitled:

BOWMAN ROAD SAFE ROUTES TO SCHOOL

PROJECT PLANS AND SPECIAL PROVISIONS

COUNTY PROJECT NUMBER: 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

will be received at the Department of Public Works office at 9380 San Benito Avenue, Gerber, California, 96035 until 3:00PM (PST) on November 19, 2014 at which time they will be publicly opened and read aloud in the conference room at the aforementioned address.

DESCRIPTION OF WORK

The Base bid for the project will include construction of a Class I bike path, approx. one mile in length, along the south side of Bowman Rd. between Sebastian Ct. to approximately 70-feet east of the westerly property line of Evergreen Middle School; and improvement of three bus stops along Bowman Rd. near the intersections of Starr Rd., Keeper Way and Rory Ln. An additive alternate bid price shall also be included to construct an addition 895 LF of Class I bike path at the Evergreen Middle School.

ENGINEER' S ESTIMATE

The Engineer's Estimate for this contract is \$461,300.00.

PRE-BID MEETING

A **non-mandatory** pre-bid meeting is scheduled for 11/12/2014, 10:00am at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. This meeting is to inform bidders and potential subcontractors of project requirements, arranging solicitations, times for the presentation of bids, quantities and specifications. The County will also answer any questions pertaining to the Plans, Contract, and Specifications including the Alternative bid procedures, if any. Bidder's attendance at this meeting will **non-mandatory**.

Bids are required for the entire work described herein.

CONTRACTOR' S LICENSE CLASSIFICATION

The contractor shall possess either a Class A OR C12 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.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS

The Project Bid Book and Construction Plans may be inspected at no cost at the Department's offices, or copies of these documents may be obtained for a NONREFUNDABLE FEE OF \$ 50.00 PER SET including ½ size formatted on "11 x 17" paper. Full size individual sheets are available at a cost of \$3.50 per sheet. These documents can be obtained from:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
9380 SAN BENITO AVENUE, GERBER, CALIFORNIA

Technical questions should be directed to the office of the County Engineer, Kevin Rosser, Senior Civil Engineer, telephone (530) 385-1462 ex. 3051.

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

The County of Tehama affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of Section 1770 et seq, of the Labor Code, the Director of Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done.

The Contractor will be required to pay to all workers employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1."

PUBLIC CONTRACT CODE SECTION 22300

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the County to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. Such securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final. Securities not listed under Public Contract Code Section 22300 or Government Code Section 16430 must be pre-qualified by the County Treasurer-Tax Collector before bid opening in order to be accepted by the County as security.

BOARD OF SUPERVISORS; COUNTY OF TEHAMA

BY: Gary B. Antone, Director
Department of Public Works

Date

Advertisement #1: 10/29/2014
Advertisement #2: 11/5/2014

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Bid Item Section Reference

Item No.	Section Reference	Item Description	Units of Measure	Quantity	Unit Price	Amount
1	9-1.16D	Mobilization	LS	1		
2	12	Traffic Control	LS	1		
3	9-1.16D	Erosion Control (hydroseed)	SF	15,500		
4	16	Clearing, Grubbing	LS	1		
5	15.A	Remove Fence	LF	2,690		
6	19	Import Borrow	CY	380		
7	19	Roadway Excavation	CY	1,270		
8	66	12" CMP Culvert	LF	123		
9	66	18" CMP Culvert	LF	230		
10	66	35" X 24" CMP Arch Culvert	LF	310		
11	72	Rock Slope Protection	CY	9		
12	73	Sack Concrete Headwall	EA	1		
13	26	Aggregate Base-Class 2	TON	2,235		
14	39	Hot Mix Asphalt (Type A)	TON	642		
15	15.G	Mail Box Relocation	EA	6		
16	73	Detectable Warning Surface	SF	216		
17	84	Thermoplastic Pavement Markings	SF	629		
18	60	Bus Shelter	EA	3		
19	56	Install bike path signs	EA	30		
20	80	Install Field Fence	LF	2,815		
21	80	Install Cedar Fence	LF	190		
22	20	Landscaping	LS	1		
BASE BID TOTAL = \$						
ADDITIVE ALTERNATE						
21	39	Hot Mix Asphalt (Type A)	TON	90		
22	26	Aggregate Base-Class 2	TON	376		
23	19	Import Borrow	CY	29		
24	19	Roadway Excavation	CY	216		
25	66	12" CMP Culvert	LF	26		
26	9-1.16D	Erosion Control (hydroseed)	SF	3,600		
27	72	Rock Slope Protection	CY	1		
BASE BID TOTAL = \$						

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) indicated below are included in the project plans as individual Standard Plan sheets.

PLAN NO.	ABBREVIATIONS, LINES, SYMBOLS AND LEGEND
A10A	Abbreviations (Sheet 1 of 2)
A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)
PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS	
A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings - Words
A24E	Pavement Markings - Words and Crosswalks
EXCAVATION AND BACKFILL	
A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
A62DA	Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method
A62E	Excavation and Backfill - Cast-In-Place Reinforced Concrete Box and Arch Culverts
A62F	Excavation and Backfill - Metal and Plastic Culverts
TEMPORARY WATER POLLUTION CONTROL	
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T66	Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)
T67	Temporary Water Pollution Control Details (Temporary Construction Roadway)
ROADSIDE SIGNS	
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS3	Roadside Signs - Laminated Wood Box Post Typical Installation Details No. 3
RS4	Roadside Signs, Typical Installation Details No. 4

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SPECIAL PROVISIONS

SECTION 1 GENERAL

1.A PROJECT SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated 2010 and the Standard Plans dated 2010, 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, these Special Provisions shall take precedence over and shall be used in lieu of the conflicting portions.

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 1, "General," 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 text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

1.B REFERENCES

Refer to Section 1-1.05, "References" of the Standard Specifications.

Replace "current" in the 2nd paragraph of section 1-1.05 with:
most recent

1.C ABBREVIATIONS

Refer to Section 1-1.06, "Abbreviations" of the Standard Specifications.

Add to the 1st table in section 1-1.06:

LCS	Department's lane closure system
POC	pedestrian overcrossing
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
TRO	time-related overhead
WPC	water pollution control

1.D DEFINITIONS AND TERMS

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

Contractor - You - Person or business or its legal representative entering into a contract with the Department for performance of work.

County - County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

Bid Package – Bid Book including Notice to Bidders, Bid Documents, Contract, Special Provisions and Project Plans.

Contract Documents – Refers collectively to the Contract, Special Provisions, Project Plans, Notice to Bidders, Bid Documents, and Standard Specifications.

Contract Time - Number of original working days as adjusted by any time adjustment.

Day – 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except Saturday, Sunday or holiday.
2. **working day:** Time measure unit for work progress. A working day is any day except:
 - 2.1. Saturday, Sunday and holiday.
 - 2.2. Day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:
 - 2.2.1. Adverse weather-related conditions that cause the Contractor to dismiss the crew.
 - 2.2.2. Maintaining traffic under the Contract.
 - 2.2.3. Engineer's direction to suspend the controlling activities for reasons unrelated to the Contractor's performance.
 - 2.2.4. Unanticipated event not caused by either party such as:
 - 2.2.4.1. Act of God
 - 2.2.4.2. Act of a public enemy.
 - 2.2.4.3. Epidemic.
 - 2.2.4.4. Fire.
 - 2.2.4.5. Flood.
 - 2.2.4.6. Governor-declared state of emergency.
 - 2.2.4.7. Landslide.
 - 2.2.4.8. Quarantine restriction.
 - 2.2.5. Issue involving a third party, including:
 - 2.2.5.1. Industry or area-wide labor strike.
 - 2.2.5.2. Material shortage.
 - 2.2.5.3. Freight embargo.
 - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
 - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

Department or Department of Transportation - Department of Public Works of the County of Tehama, California.

Director or Director of Transportation - The Board of Supervisors of the County of Tehama, California.

Engineer - The Director of Public Works of the County of Tehama, California, acting either directly or through duly authorized agents or consultants.

Early Completion Time - Difference in time between an early scheduled completion date and the Contract completion date.

Highway - Highway, roadway, street, avenue, lane, boulevard, or other public thoroughfare for vehicular traffic.

Job Site Activities – Work done within the physical limits of the Contract.

Laboratory or Transportation Laboratory - The established laboratory of the County of Tehama Department of Public Works or laboratories authorized by the County to test materials and work involved in the contract.

Liquidated Damages - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85 to be paid to the County of Tehama or to be deducted from any payments due or to become due the Contractor for each day of delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

Mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

Scheduled Completion Date: Planned work completion date shown on the current schedule.

Standard Specifications – The 2010 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County of Tehama or its corresponding agency, office, or officer acting under this contract.

State - County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

State Contract Act - All applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes. No provision of the Standard Specifications or these Special Provisions shall be construed as an election under Public Contract Code section 20396 to have this project performed under the provisions of the State Contract Act. Individual provisions of the State Contract Act shall apply only as specifically referenced in these specifications or Special Provisions.

State Highway Engineer – The County Engineer of the County of Tehama, State of California

Transportation Building – Sacramento – Department of Public Works, County of Tehama State of California.

Add to section 1-1.07B:

Contract time: Number of original working days as adjusted by any time adjustment.

Disadvantaged Business Enterprise: Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

END OF SECTION

For Reference Only-Not for Bidding Purposes

SECTION 2 BIDDING

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

2.A BID DOCUMENTS

2.A-1 GENERAL

The first four paragraphs of Section 2-1.06A of the Standard Specifications shall not apply.

Sections 2-1.18 through 2-1.27 of the Standard Specifications shall not apply.

Bid Books and project contract documents may be obtained at the Tehama County Department of Public Works, 9380 San Benito Avenue, Gerber, California; refer to the Notice to Bidders for more information.

The Bid Documents are bound in a book together with the Notice to Bidders, Special Provisions, and contract. The project plans are a separate attachment. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** This includes all DBE related bid forms. The entire bound Bid Book shall be submitted at the time of bid opening.

2.A-2 BID DOCUMENT COMPLETION

2.A-2.a GENERAL

Refer to Section 2-1.33 of the Standard Specification. Section 2-1.33A "General" is changed to remove the second and third paragraphs. In accordance with Public Contract Code § 4104 (a)(2)(B), the County requires a completed subcontractor list at the bid opening. An incomplete subcontractor list results in a non-responsive bid. Submittals after the bid opening will not be accepted.

2.A-2.b SUBCONTRACTORS LIST

Refer to Section 2-1.33C "Subcontractor List" of the Standard Specifications. The second paragraph is changed to read; "The subcontractors list must show name, address and work portions to be performed by each subcontractor listed. Show work portions by bid item number, work description, portions of each respective bid item subcontracted and the dollar amount associated with each subcontractor required (value) to perform listed work.

2.A-2.c REQUIRED ITEMS FOR BID

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract. Incomplete submittal of bid documents will result in a non-responsive bid. **Neither the Bid form(s) nor any other portion of said book shall be detached therefrom.** The entire bound Bid Book shall be submitted at the time of bid opening.

2.A-3 BIDDER'S SECURITY

The bidder's bond shall conform to the bond form following the Bid Signature page in this Bid Book.

2.A-4 NON-MANDATORY PREBID MEETING

The Department will conduct a non-mandatory prebid meeting for this contract. Prebid meeting will be held on 10/5/2014, 10:00am, at the offices of the Tehama County Public Works Departments, 9380 San Benito Ave., Gerber, CA 96035. The purpose of the meeting is to:

- Describe and discuss the project
- Address any bidder questions or concerns for the project, including any addenda issued or pending.

Attendance at this meeting is non-mandatory.

END OF SECTION

SECTION 3 CONTRACT AWARD AND EXECUTION

3.A GENERAL

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

Sections 3-1.08 of the Standard Specifications shall not apply.

3.B CONTRACT AWARD

Refer to Section 3-1.04 "Contract Award" of the Standard Specifications. This section is amended to read:

If the Department awards the contract, the award is made to the lowest responsible bidder within 60 days after bid opening. The Department may extend the specified award period if the bidder agrees.

3.B-1 BID PROTEST

Submit any bid protest to the Engineer. Bid protests are to be delivered to the following address:

**DIRECTOR OF PUBLIC WORKS
9380 SAN BENITO AVE., GERBER, CA 96035
FAX NO. 530.385.1293**

3.B-1.a BID PROTEST PROCEDURE

- a. The initial bid protest must be submitted in writing to the above address no later than 5PM of the 5th business day following bid opening.
 - i. The initial protest shall refer to both the Contract number and the specific portion of the document which forms the basis for the protest.
 - ii. The initial protest shall include the name, address, telephone number and signature of the person representing the protesting party.
 - iii. The party filing the initial protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- b. The protesting bidder shall submit to the Department a full and complete written statement specifying the grounds for the protest no later than 5 PM of the 5th business day following the submittal of the initial protest.
- c. The Department will issue a proposed decision on the protest. The final decision on any protest shall be made by the Tehama County Board of Supervisors prior to the award of the Contract. If the Board determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- d. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest or otherwise challenge the bid award, including filing a Government Code Claim or legal proceedings.

3.B-2 BID EVALUATION

This project is bid as a Base Project with an Additive Alternate which may be added depending on the cost of bids for the Base Project. Approximately **\$529,370** is expected to be available for this project. This amount is to

include 10% for contingencies and 12% for contract administration. Additionally, the County may use its discretion and supplement the budgeted amount with other available County funds. The specific funding amount upon which the contract will be awarded will be publicly disclosed by the County before the first bid is opened, and will be announced at the bid opening. The County will evaluate all bids for this project based on the Base Project, followed by the Base Project plus the Additive Alternate, in order to determine which bid provides the greatest economy within the specified Funding Amount.

The contract, if awarded, will be awarded to the responsive and responsible bidder who submitted the lowest bid, as determined by the method set forth in Public Contract Code section 20103.8, subdivision (c), which provides that: The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

Bids will be evaluated to determine the lowest bidder in the following manner: Bids will be compared starting with the BASE BID. If the BASE BID is less than the specified Funding Amount, then BASE BID plus the Additive Alternate will be compared. The Lowest Bidder will be determined as the contractor who has the lowest price of the BASE BID or the lowest price of the BASE BID plus Additive Alternate within the specified amount of funding.

3.C CONTRACT BONDS

The provisions of Section 3-1.05 of the Standard Specifications shall not apply.

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

3.D PAYEE DATA RECORD

Refer to Section 3-1.11 "Payee Data Record" of the Standard Specifications.

Replace the paragraph in section 3-1.11 with:

Complete and deliver to the Engineer a Payee Data Record when requested by the Department.

3.E CONTRACT EXECUTION

The provisions of Section 3-1.18, "Contract Execution" of the Standard Specifications shall be changed to read as follows:

The successful bidder must sign the *Contract* form included in the Bid Book.

After Award of the Contract by the County, the Engineer will issue a "Notice of Award", which includes applicable contract documents. Upon Receipt of the Notice of Award, deliver to the Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in Section 3-1.07 of the Standard Specifications, "Insurance Policies"
4. For a federal-aid contract, Caltrans Bidder - DBE Information form

These contract documents must be received by the Engineer before the 10th business day after the bidder receives the contract.

Executed contract documents shall be delivered to the following address:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
ATTENTION PROJECT #215391

9380 SAN BENITO AVE. GERBER, CA 96035

The bidder's security may be forfeited for failure to execute the contract within the time specified.

3.F BIDDER'S SECURITIES

The provisions of Section 3-1.19, "Bidders' Securities" of the Standard Specifications shall be changed to read as follows:

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3.E , "Contract Execution," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the Bid guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

END OF SECTION

For Reference Only-Not for Bidding Purposes

SECTION 4 SCOPE OF WORK

4.A GENERAL

The bidder's attention is directed to the provisions in Section 4, "Scope of Work" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning scope of work.

4.B LOCATION OF WORK

Bowman Road between Sebastian Court and Evergreen Middle School, and the intersections of Starr Rd., Keeper Way and Rory Ln., Tehama County, California

4.C DESCRIPTION OF WORK

4.C-1 BASE BID

The Base bid for the project will include construction of a Class I bike path, approx. one mile in length, along the south side of Bowman Rd. between Sebastian Ct. to approximately 70-feet east of the westerly property line of Evergreen Middle School; and improvement of three bus stops along Bowman Rd. near the intersections of Starr Rd., Keeper Way and Rory Ln.

4.C-2 ADDITIVE ALTERNATE

An additive alternate to the base bid will be to include construct an addition 895 LF of Class I bike path at the Evergreen Middle School.

4.D CONTRACT DOCUMENTS PROVIDED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, three copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

4.E CHANGE ORDERS - GENERAL

The provisions of Section 4-1.05A, "General" of the Standard Specifications shall be changed to read as follows:

The Department may make changes within the scope of work and add extra work, subject to the limitations of Section 20395, subdivision (d) of the Public Contract Code. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the Department signs the Change Order.

Until the Department approves a Change Order, continue to perform the work under the Contract. If ordered in writing by the Engineer, you shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In those cases, the Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

Submit detailed cost data for a unit price adjustment for a bid item if:

1. the Engineer requests the data or,
2. you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Refer to Section 5-1.27E, "Change Order Bills".

4.F WORK CHARACTER CHANGES

The provisions of Section 4-1.05B, "Work Character Changes" of the Standard Specifications shall be changed to read as follows:

The Department may, in its sole discretion, issue a Change Order to adjust the unit price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based; and
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications.

4.G DIFFERING SITE CONDITIONS

The provisions of Section 4-1.06, "Differing Site Conditions" of the Standard Specifications shall be changed to read as follows:

4.G-1 SUBSURFACE CONDITIONS

In the event the work hereunder requires digging trenches or excavation deeper than four (4) feet, the Contractor shall promptly, and before the following conditions are disturbed, notify the Department by written notice of:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

Upon such notification, the Department shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, shall issue a change order under the procedures described in the Standard Specifications and these Special Provisions.

In the event that a dispute arises between the Department and the Contractor whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

4.G-2 OTHER CONDITIONS

With respect to differing site conditions, other than those to which Section 4-7.A applies, the following procedures shall apply:

Promptly notify the Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

END OF SECTION

SECTION 5 CONTROL OF WORK

5.A GENERAL

The bidder's attention is directed to the provisions in Section 5 "Control of Work" of the Standard Specifications and these Special Provisions.

Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:
and 100 or more working days

Add to the list in the 4th paragraph of section 5-1.09A:
9. Considering discussing with and involving all stakeholders in evaluating potential VECs

Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:
, including VECs

Replace the 1st paragraph of section 5-1.09C with:
For a contract with a total bid over \$10 million and 100 or more working days, training in partnering skills development is required.

Delete the 2nd paragraph of section 5-1.09C.

Replace "at least 2 representatives" in the 5th paragraph of section 5-1.09C with:
field supervisory personnel

Sections 5-1.13C and 5-1.13D of the Standard Specifications shall not apply and are deleted.

5.B PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS - AFTER AWARD

The provisions of Section 5-1.20B(3), "After Award" of the Standard Specifications shall be changed to read as follows:

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor. Unless otherwise specified by the Engineer in writing, all after-award PLACs are to be obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of Contractor-obtained after-award PLACs for review.

5.C SUBMITTALS

Refer to Section 5-1.23 "Submittals" of the Standard Specifications.

Add between the 2nd and 3rd paragraphs of section 5-1.23A:
Submit action and informational submittals to the Engineer.

Add between the 5th and 6th paragraphs of section 5-1.23B(1)
For a revised submittal, allow the same number of days for review as for the original submittal.

Delete the 1st sentence in the 10th paragraph of section 5-1.23B(2).

5.D CONSTRUCTION SURVEYING

Attention is directed to Section 5-1.26, "Construction Surveys" of the Standard Specifications, which is amended to read:

The Department places stakes and marks under Chapter 12, "Construction Surveys," of Caltrans's *Surveys Manual*, or as requested by the Contractor and approved by the Engineer. The survey manual may be obtained at the County Department of Public Works or at the following web address:

http://www.dot.ca.gov/hq/row/landsurveys/SurveysManual/Manual_TOC.html

Section 12.5 “Typical State-Furnished Control Stakes” of the Survey’s Manual is amended as follows:

12.5-1 Clearing Stakes may be placed less than 100 feet longitudinally as needed.

12.5-2 Slope Stakes, calls will be offset from the reference point and not be progress calls as shown in the Manual.

Submit your request for Department-furnished stakes:

1. Once staking area is ready for stakes
2. On a *Request for Construction Stakes* form, or other approved format that clearly dictates what needs to be staked, when, location, priority and confirmation that the area is ready to be staked.

Typical staking will be confirmed at the pre-construction conference.

Contractor **must submit staking request(s) three (3) working days in advance** of the Department starting staking.

The Department will provide one (1) set of typical construction stakes only. Preserve stakes and marks placed by the Department. If the stakes or marks are destroyed, the Department replaces them at the Department's earliest convenience and deducts the cost on a time and materials basis.

5.E RECORDS

Section 5-1.27E “Change Order Bills” of the Standard Specifications is amended to delete any reference to on-line or “internet change order billing system”. Change order bills shall be submitted as hard copy and shall adhere to Section 5-1.23 “Submittals” of the Standard Specifications.

5.F CONSTRUCTION LIMITS

The Contractor shall confine his operations to designated property, road rights-of-way, existing easements, or as identified and designated on the Plans. Any encroachment onto lands outside of these aforementioned areas will require the contractor to supply, in writing, an agreement which shows a right-of-entry, temporary construction easement, proof of ownership or other form of right to use such land(s) PRIOR to the encroachment or use of such lands. Contractor shall also acknowledge, understand and comply with the limitations of activities relating to the approved CEQA and NEPA environmental documents which may limit scope of impacts. Failure to comply with the provisions for construction limits shall result in the immediate suspension of all work until the provisions have been met.

5.G PROPERTY AND FACILITIES PRESERVATION

Refer to Section 5-1.36 “Property and Facilities Preservation” of the Standard Specifications.

Add to the list in the 1st paragraph of section 5-1.36A:

10. Survey monuments

Add to section 5-1.36C:

If the Contract does not include an agreement with a railroad company, do not allow personnel or equipment on railroad property.

Prevent material, equipment, and debris from falling onto railroad property.

Add to section 5-1.36:

5-1.36E Survey Monuments

Protect survey monuments on and off the highway. Upon discovery of a survey monument not identified on the plans, immediately:

1. Stop work near the monument
2. Notify the Engineer
3. Do not resume work near the monument until authorized.

5.H VANDALISM

The Contractor is responsible for the protection of the entire jobsite, including protecting fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

5.I POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Refer to Section 5-1.43 “Potential Claims and Dispute Resolution” of the Standard Specifications.

Section 5-1.43(E) “Alternative Dispute Resolution” of the Standard Specifications is deleted and shall be replaced as follows:

5.I-1 ALTERNATIVE DISPUTE RESOLUTION

Section 5-1.43E(2) “Dispute Resolution Advisor” and 5-1.43E(3) “Dispute Resolution Board” of the Standard Specifications shall be modified as follows:

5.I-1.a GENERAL

Section 5.I-1, Alternative Dispute Resolution," applies to a contract with 100 or more working days unless a contract has a total bid less than \$3 million. Projects with total bids less than \$3 million do not have the working day constraint.

In the Dispute Resolution Advisor Agreement and in the Dispute Review Board Agreement, interpret a reference to the Special Provisions as a reference to the Standard Specifications. In the Dispute Review Board Agreement, replace "Proposal and Contract" with "Bid Book." Where the section title does not match the section number for a reference, refer to the referenced title.

5.I-1.b DISPUTE RESOLUTION LADDER

Section 5.I-1.b, “Dispute Resolution Ladder,” applies to a contract under \$3 million.

5.I-1.b(i) General

The dispute resolution ladder, hereinafter referred to as “DRL,” is an optional process.

At the preconstruction conference, at the kick-off partnering workshop, or at any time before contract acceptance, the Department offers you the option to use a dispute resolution ladder for alternative dispute resolution.

5.I-1.b(ii) Selection Process and Operation

If you wish to use this process, submit names, titles, and contact information of your personnel corresponding to the levels of the Department’s dispute resolution ladder. The Department’s dispute resolution ladder, in ascending order is:

Field Level - Inspector

Level 1 - Resident Engineer

Level 2 - Area Construction Engineer

Level 3 - Area Construction Manager, Office Chief, or Deputy District Director of Construction, as designated by the Deputy District Director of Construction.

A dispute can be advanced up the ladder:

- 1) When agreement between personnel on a defined level cannot be reached within the specified time;
- 2) Upon agreement of personnel on a defined level and concurrence of the personnel at the next higher level.

A dispute must be elevated to Level 1 if agreement has not been reached within a day after the event that led to the dispute. A dispute must be elevated to Level 2 if agreement has not been reached within 5 days after the Engineer’s response to an RFI or within 5 business days from the date when a dispute arises due to an act or failure to act by the Engineer. A dispute must be elevated to Level 3 if agreement has not been reached within 15 days after submittal of

the Initial Potential Claim Record. If a dispute remains unresolved after Level 3 participation, continue to comply with Section 5-1.146, "Potential Claims and Dispute Resolution."

5.1-1.b(iii) Compensation

The Department does not pay Contractor costs for participating in the DRL process.

5.1-1.b(iv) Dispute Resolution Ladder Agreement

The "Dispute Resolution Ladder Agreement" to be executed by the Contractor and State shall be in substantially the following form:

CEM-6208 (NEW 5/2011)

DISPUTE RESOLUTION LADDER ESTABLISHMENT

Instructions- Use of this form is *optional*. The resident engineer and the contractor may fill it out to establish the Dispute Resolution Ladder. Use of the Dispute Resolution Ladder is not a substitute for filing a Request for Information or complying with the contractual requirements for potential claims and dispute resolution.

Agreement Date: _____

Project Description:

Department Personal

Level	Name	Title	Phone/Email	Time allowed Before Elevating
Field		Inspector		One business day
1		Resident Engineer		Within 5 business days after resident engineer's response to the Request for Information or within 5 business days from the date when the dispute first arose.
2		Area Construction Engineer		Within 15 days of contractor's Initial Potential Claim Record
3		Area Construction Manager, Office Chief, or Deputy District Director		Final Dispute Resolution Ladder level

For Reference Only-Not for Bidding Purposes

Contractor Personal

Level	Name	Title	Phone/Email	Time allowed Before Elevating
Field				One business day
1				Within 5 business days after resident engineer's response to the Request for Information or within 5 business days from the date when the dispute first arose.
2				Within 15 days of contractor's Initial Potential Claim Record
3				Final Dispute Resolution Ladder level

5.I-1.c DISPUTE RESOLUTION ADVISOR

Section 5.I-1.c, "Dispute Resolution Advisor" applies to a contract from \$3 million to \$10 million.

5.I-1.c(i) General

A dispute resolution advisor, hereinafter referred to as "DRA", is chosen by the Department and the Contractor to assist in the resolution of disputes. The DRA is a part of the contract administrative claims process as specified in the provisions in Section 5-1.43A-D, of the Standard Specifications. The DRA shall not serve as a substitute for filing a protest or a notice of potential claim.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval. The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

5.I-1.c(ii) Selection Process, Replacement of DRA Member and Operation

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

For Reference Only-Not for Bidding Purposes

5.1-1.c(iii) Compensation

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Review Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, has been specifically agreed to in advance by the State and Contractor. Time away from the project that has been specifically agreed to in advance by the Department and the Contractor will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

5.1-1.c(iv) Dispute Resolution Advisor Agreement

The "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and DRA member shall be in substantially the following form:

Form CEM 6206 Rev (04-06-07)

DISPUTE RESOLUTION ADVISOR AGREEMENT

(Contract Identification)

Contract No. _____

THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and _____, the Dispute Resolution Advisor, hereinafter called the "DRA." .

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the Special Provisions for the above referenced contract provides for the establishment and operation of the DRA to assist in resolving disputes; and

WHEREAS, the DRA is composed of one person, chosen by the CONTRACTOR and the STATE;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRA hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

SECTION II DRA QUALIFICATIONS

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Review Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

SECTION III SCOPE OF WORK

The Scope of Work of the DRA includes, but is not limited to, the following:

A. PROCEDURES

The DRA shall meet with the parties at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRA established procedures shall only be implemented upon approval by the parties.

Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental notice of potential claim, and the Engineer's response to the supplemental notice of potential claim.

The parties shall not call the DRA who served on this contract as a witness in proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

B. DISPUTE MEETING

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Resident Engineer or Area Construction Engineer and the CONTRACTOR's or subcontractor's, if the dispute involves a subcontractor, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

The DRA, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved contract change order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation.

However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence. Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

1. TRADITIONAL DISPUTE MEETING:

The following procedure shall be used for the traditional dispute meeting:

a. Within 5 days, after receiving the STATE's written response to the CONTRACTOR's supplemental notice of potential claim, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.

b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.

c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.

d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.

e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.

f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.

g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on

compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

- a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.
- b. After the dispute meeting has concluded; the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRA then verbally delivers its recommendation with findings to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRA on complex issues may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relive the parties of their responsibilities under Section 5-1.12, "Dispute Resolution Advisor," of the Special Provisions or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

SECTION V PAYMENT

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

A. PAYMENT PROCESSING

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

DRA may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

B. INSPECTION OF COSTS RECORDS

DRA and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the

expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VI ASSIGNMENT OF TASKS OF WORK

DRA shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF A DRA MEMBER

DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

SECTION VIII LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRA.

SECTION IX CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRA. The parties understand that such documents shall not be discoverable, in accordance with Evidence Code sections 1115 et seq. and/or 1152.

SECTION X DISPUTES

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved in a court of competent jurisdiction within the County of Tehama. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in a court of competent jurisdiction within the County of Tehama.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including the DRA, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRA in progress, except for private meetings or deliberations of the DRA.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRA

By: _____

Title: _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

5.I-1.d DISPUTE REVIEW BOARD

Section 5.I-1.d, "Dispute Review Board," applies to a contract over \$10 million.

5.I-1.d(i) General

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these Special Provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this section shall be a prerequisite to filing a claim, filing for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No DRB dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these Special Provisions, but have not been resolved, shall be stated or restated by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the adherence to and completion of the contractual administrative claims procedure, the Contractor may initiate litigation in a court of competent jurisdiction within the County of Tehama.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier potential claims not actionable against the Department as specified in these Special Provisions or quantification of disputes for overhead type expenses or costs. Disputes for overhead type expenses or costs shall conform to the requirements of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

5.1-1.d(ii) *Selection Process, Disclosure and Appointments*

The DRB shall consist of one member selected by the State and approved by the Contractor, one member selected by the Contractor and approved by the State, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as the DRB Chairperson.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. DRB members shall discharge their responsibilities impartially as an independent body, considering the facts and circumstances related to the matters under consideration, pertinent provisions of the contract and applicable laws and regulations.

The State and the Contractor shall nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these Special Provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB nominee along with the prospective member's complete written disclosure statement.

Disclosure statements shall include a resume of the prospective member's experience and a declaration statement describing past, present, anticipated, and planned relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including but not limited to, relevant subcontractors or suppliers to the parties, parties' principals, or parties' counsel. DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the contract. Objections to nominees must be based on a specific breach or violation of nominee responsibilities or on nominee qualifications under these provisions unless otherwise specified. The Contractor or the State may, on a one-time basis, object to the other's nominee without specifying a reason and this person will not be selected for the DRB. Another person shall then be nominated within 15 days.

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 15 days of the notification.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in the selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

The third prospective DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.

B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.

C. Service as a member of other Dispute Review Boards on other contracts.

D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

The Contractor or the State may reject any of the 3 DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

5.1-1.d(iii) Compensation

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These Special Provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for the State's share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

5.1-1.d(iv) Replacement of DRB Members

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.

- C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.
- E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

5.1-1.d(v) Operation

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these Special Provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these Special Provisions.
- B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
- C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following an objection to the Engineer's written response, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written response from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and litigation on the matter in contention.
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB dispute meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a timely hearing of the dispute.
- H. [Omitted.]

I. [Omitted.]

J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.

K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent proceedings, except the DRB's final written reports on each issue brought before it.

O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

Disputes Involving Subcontractor Potential Claims

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor potential claim, the dispute shall be processed and resolved in conformance with these Special Provisions and in conformance with the following:

A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor potential claim or potential claims.

B. The Contractor shall include, as part of its submission pursuant to Step D above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor potential claim. The Contractor shall submit a certification that the subcontractor potential claim is acknowledged and forwarded by the Contractor. The form for these certifications is available from the Engineer.

C. At DRB dispute meetings involving one or more subcontractor potential claims, the Contractor shall require that each subcontractor involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor potential claim to assist in presenting the subcontractor potential claim and to answer questions raised by the DRB members or the Department's representatives.

D. Failure by the Contractor to declare a subcontractor potential claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through potential claims) at the time of submission of the Contractor's potential claims, as provided hereunder, shall constitute a release of the State by the Contractor of such subcontractor potential claim.

E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor potential claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor potential claims; (c) agree that, to the extent a subcontractor potential claim is involved, completion of all steps required under these Dispute Review Board Special Provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor potential claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor potential claims between the subcontractor(s) or supplier(s) and the Contractor that are not actionable by the Contractor against the Department.

5.1-1.d(vi) Dispute Review Board Agreement

The "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract shall be in substantially the following form:

Form 6202 Rev (09/01/02)

DISPUTE REVIEW BOARD AGREEMENT

(Contract Identification)
Contract No. _____

THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

_____,
(Contractor Appointee)

_____,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the Special Provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute that is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on facts and circumstances involved in the dispute, pertinent contract provisions, applicable laws and regulations. The recommendations shall find one responsible party in a dispute;

shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract. Normally, dispute meetings shall be conducted at or near the project site. However, any location that would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory. Both parties shall be given the opportunity to present their evidence at these dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, applicable laws and regulations, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB dispute meetings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute meetings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the Special Provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT shall be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the Special Provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Bidders and Special Provisions, Bid and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF DRB MEMBERS

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. The parties understand that such documents shall not be discoverable, in accordance with Evidence Code sections 1115 et seq. and/or 1152.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved in a court of competent jurisdiction within the County of Tehama.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

DRB MEMBER

By: _____

By: _____

Title: _____

Title : _____

DRB MEMBER

By : _____

Title : _____

CONTRACTOR

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

END OF SECTION

For Reference Only-Not for Bidding Purposes

SECTION 6 CONTROL OF MATERIALS

6.A GENERAL

The bidder's attention is directed to the provisions in Section 6 "Control of Materials" of the Standard Specifications and these Special Provisions.

6.B AUTHORIZED MATERIALS LIST

The Department adopts Caltrans's maintained Pre-Qualified Products List (Authorized Materials List) for various construction materials, and can be found at:

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

Materials may be used or specified to be on this maintained list. The Engineer shall not be precluded from sampling and testing products on the Pre-Qualified Products List.

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 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of material supplied that applies to this list.

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

Materials and products may be added to the Pre-Qualified Products List 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.

6.C QUALITY ASSURANCE

The eighth paragraph of Section 6-3.05A "General" of the Quality Assurance subsection of the Standard Specifications which refers to typical Caltrans Test Methods shall be replaced with:

For a material to comply with a property show in the following table, the Department tests under the corresponding test methods shown:

Table 1: Typical Test Methods

Property	Test Method
Relative Compaction	ASTM D2922 and D3017
Sand Equivalent	CT 217
Resistance (R-Value)	CT 301
Grading (sieve analysis)	CT 202
Durability Index	CT 229

END OF SECTION

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.A GENERAL

Attention is directed to the provisions in Section 7 “Legal Relations and Responsibility to the Public” of the Standard Specifications and these Special Provisions.

7.B CERTIFIED PAYROLL RECORDS

Electronic submittal of certified payroll records in Section 7-1.02K(3) “Certified Payroll Records” of the Standard Specifications are amended to delete electronic (email) submittal provisions. Electronic submittals of certified payroll records will not be accepted. Submittals shall be original hard copies of required documents. Submittal of payroll records shall continue to be submitted on a weekly basis as specified in the Standard Specifications.

7.C PUBLIC SAFETY

Section 7-1.04, “Public Safety” of the Standard Specifications are amended so that all work related to covering, maintaining and removing sign covers on all signs shall not be change order work, but shall be included in the contract price paid for various bid items and no additional compensation will be allowed therefor.

7.D INDEMNIFICATION - GENERAL

The provisions of Section 7-1.05A, “General” of the Standard Specifications shall be changed to read as follows:

You must defend, indemnify, and save harmless the County of Tehama, including its officers, employees, and agents (excluding agents who are design professionals), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 “Claims”) arising out of or in connection with your performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

You must, at your own expense, defend any suit or action founded upon a claim of the foregoing.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the County. You are not obligated to indemnify the County for Claims arising from conduct delineated in Civil Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the course of the work. Any inspection of the work by the Department is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the County, unless this time has been extended by the County. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the County reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the County, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

7.E INSURANCE

Attention is directed to the provisions in Section 7-1.06 “Insurance” and Section 7-1.06F “Policy Forms, Endorsements, and Certificates” of the Standard Specifications and the supplementary provisions herewithin.

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include **“Tehama County, its elected officials, officers, employees and volunteers”** as an additional insured.

The certificate holder shall be “County of Tehama.”

END OF SECTION

For Reference Only-Not for Bidding Purposes

SECTION 8 PROSECUTION AND PROGRESS

8.A GENERAL

Attention is directed to the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications and these Special Provisions.

8.B SCHEDULE

Contractor shall adhere to "Level 1 Critical Path Method Schedule" provisions in Section 8-1.02B of the Standard Specifications.

Replace "working days" in the 1st paragraph of section 8-1.02B(1) with:

original working days

8.C PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may start work before the preconstruction conference.

Be prepared to discuss the topics and documents shown in the following table:

Table 2: Preconstruction Topic Table

Topics	Document or Description
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used
Materials on hand	Request for Payment for Materials on Hand
Measurements	--
Landscape Materials	Material changes
Quality control	QC plans and protocol
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days
Subcontracting	Subcontracting Request
Surveying	Survey Request
Traffic control	Traffic contingency plan and traffic control plans
Utility work	Locating, potholing, timing of work
Project Limits/ Adjacent Properties	--
Water pollution control	SWPPP or WPCP
Weight limitations	
Work restrictions	PLACs (Permits, License, Approvals, and Certificates)
Record drawings	--
Action submittals	--

8.D START OF JOB SITE ACTIVITIES

Section 8-1.04B does not apply.

Start job site activities within 15 calendar days of the issuance of a Notice to Proceed. The Notice to Proceed will be issued on **December 17, 2014** or on a date mutually agreed upon in writing between the Contractor and Engineer.

Contract time will start after the issuance of the Notice to Proceed and this first working day will be THE EARLIER OF EITHER the start of job site activities, OR 15 calendar days after the issuance of a Notice to Proceed.

Contractor is encouraged to start the pre-construction submittal and approval process after the issuance of the Notice of Award.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. CPM baseline schedule
2. WPCP or SWPPP, whichever applies
3. Notification DRL, DRA or DRB nominee and disclosure statement
4. Natural resource protection plan, if applicable

You may enter the job site only to measure controlling field dimensions and locating utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

The Department does not adjust time for starting before the 1st working day.

Contractor is encouraged to start the pre-construction submittal and approval process after the issuance of the Notice of Award.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. Contractor-supplied biologist, if applicable.
2. Biological resource information program, if applicable.
3. CPM baseline schedule
4. WPCP or SWPPP, whichever applies
5. Notification DRL, DRA or DRB nominee and disclosure statement
6. Natural resource protection plan, if applicable

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locating utilities.

You may enter the job site only to measure controlling field dimensions and locating utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.
3. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

The Department does not adjust time for starting before the 1st working day.

8.E TIME

This work shall be diligently prosecuted to completion before the expiration of 60 working days after the date provided in Section 8.D “Start of Job Site Activities”.

Replace the 2nd paragraph of section 8-1.05 with:

Complete the work within the Contract time:

8.F SUSPENSIONS

Refer to Section 8-1.06, “Suspensions” of the Standard Specifications.

Replace section 8-1.06 in its entirety with:

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department may make a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work area during the suspension and deduct the cost from payments due. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

8.G DELAYS

Refer to Section 8-1.07, “Delays” of the Standard Specifications. Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:

For a critical delay, the Department may make a time adjustment.

Add to the end of section 8-1.07C:

The Department does not make a payment adjustment for overhead incurred during non-working days that extend the Contract into an additional construction season.

Replace the 1st paragraph of section 8-1.07C with:

For an excusable delay that affects your costs, the Department may make a payment adjustment.

8.H LIQUIDATED DAMAGES

The provisions of Section 8-1.10A, “General” of the Standard Specifications shall be changed to read as follows:

The Contractor shall pay to the County of Tehama the sum of **Three Thousand Dollars (\$3,000) per calendar day**, for each and every day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of working days.

Liquidated damages continue to accrue through the day of Contract acceptance, except as specified in sections 8-1.10B and 8-1.10C. The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

END OF SECTION

SECTION 9 PAYMENT

9.A GENERAL

Attention is directed to the provisions in Section 9, "Payment" of the Standard Specifications and these Special Provisions.

9.B PAYMENT SCOPE

Attention is directed to the provisions in Section 9-1.03 "Payment Scope" of the Standard Specifications, and the following amendments:

Add to the list in the 1st paragraph of section 9-1.03:

3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

Replace item 1 in the 3rd paragraph of section 9-1.03 which describes payments with:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item

9.C FORCE ACCOUNT

Attention is directed to the provisions in Section 9-1.04A "Force Account" of the Standard Specifications, and the following amendments:

Replace "in" in the 3rd paragraph of section 9-1.04A with:

for

9.D PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

Attention is directed to the provisions in Section 9-1.07 of the Standard Specifications for payment adjustments, and the following amendments.

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

Replace the formula in section 9-1.07B(2) with:

$$Qh = HMATT \times Xa$$

Replace "weight of dry aggregate" in the definition of the variable Xa in section 9-1.07B(2) with:

total weight of HMA

Replace the formula in section 9-1.07B(3) with:

$$Qrh = RHMATT \times 0.80 \times Xarb$$

Replace "weight of dry aggregate" in the definition of the variable Xarb in section 9-1.07B(3) with:

total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

Hot Mix Asphalt with Modified Asphalt Binder

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

HMA with

Replace the formula in section 9-1.07B(4) with:

$$Qmh = MHMATT \times [(100 - Xam) / 100] \times Xmab$$

Replace "weight of dry aggregate" in the definition of the variable Xmab in section 9-1.07B(4) with:

total weight of HMA

Replace the formula in section 9-1.07B(5) with:

$$Qrap = HMATT \times Xaa$$

Replace "weight of dry aggregate" in the definitions of the variables Xaa and Xta in section 9-1.07B(5) with:

total weight of HMA

Add after the variable definitions in section 9-1.07B(9):

The quantity of extender oil is included in the quantity of asphalt.

9.E TIME RELATED OVERHEAD

Refer to section 9-1.11 “Time Related Overhead” of the Standard Specifications.

Replace the headings and paragraphs in section 9-1.11 with:

9-1.11A General

Section 9-1.11 applies if a bid item for time-related overhead is included in the Contract. If a bid item for time-related overhead is included, you must exclude the time-related overhead from every other bid item price.

9-1.11B Payment Quantity

The TRO quantity does not include the number of working days to complete plant establishment work.

For a contract with a TRO lump sum quantity on the Bid Item List, the Department pays you based on the following conversions:

1. LS unit of measure is replaced with WDAY
2. Lump sum quantity is replaced with the number of working days bid
3. Lump sum unit price is replaced with the item total divided by the number of working days bid

9-1.11C Payment Inclusions

Payment for the TRO bid item includes payment for time-related field- and home-office overhead for the time required to complete the work.

The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:

1. Salaries, benefits, and equipment costs of:
 - 1.1. Project managers
 - 1.2. General superintendents
 - 1.3. Field office managers
 - 1.4. Field office staff assigned to the project
2. Rent
3. Utilities
4. Maintenance
5. Security
6. Supplies
7. Office equipment costs for the project's field office

The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

1. General administration
2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating

Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
 - 1.1. Your other contracts or other businesses

- 1.2. Equipment coordination
- 1.3. Material deliveries
- 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract
3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

9-1.11D Payment Schedule

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the Weekly Statement of Working Days.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

9-1.11E Payment Adjustments

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

9.F PROGRESS PAYMENTS

In addition to the provisions in Section 9-1.16A "General" in the Standard Specifications, "Retention" is additionally reflected in progress payments.

9.F-1 MOBILIZATION

Attention is directed to Section 9-1.16D "Mobilization" of the Standard Specifications and is amended to include the provisions in this Section.

The Department makes partial payments for Mobilization costs which shall adhere to Public Contract Code § 10264 as follows and not to exceed the following:

- When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

The adjustment provisions in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications and the retention of payment provisions in Section 9.F-3 “Retention” shall not apply to the contract lump sum item of mobilization.

When other contract bid item(s) are adjusted as provided in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications, if the costs applicable to an item of work include mobilization costs, those mobilization costs will be deemed to have been recovered by the Contractor by the payments made for mobilization, and will be excluded from consideration in determining compensation under said Section 4-1.05.

If the Contract does not include a mobilization bid item, mobilization is included in the payment of the various bid items involved.

9.F-2 WITHHOLDS

Refer to Section 9-1.16E “Withholds” of the Standard Specifications.

Delete "revised Contract" in item 1 of the 1st paragraph of section 9-1.16E(2).

9.F-3 RETENTION

Section 9-1.16F “Retentions” of the Standard Specifications is replaced with the following:

Pursuant to Public Contract Code § 7201, the County shall retain **five percent (5%)** of Progress Payments as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

For federally funded projects, release of retention shall adhere to Section 9.H , “Prompt Payment of Funds Withheld to Subcontractors” of these Special Provisions.

9.G PROPOSED FINAL ESTIMATE

Refer to Section 9-1.17C “Proposed Final Estimate” of the Standard Specifications.

Replace the 2nd paragraph of section 9-1.17C with:

Submit either a written acceptance of the proposed final estimate or a claim statement postmarked or hand delivered before the 31st day after receiving the proposed final estimate.

Add between "the" and "final estimate" in the 1st sentence in the 3rd paragraph of section 9-1.17C:
proposed

9.H PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law

(49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9.I PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

9.J QUANTITIES OF AGGREGATE AND OTHER ROADWAY MATERIALS

Attention is directed to Section 9-1.02D “Quantities of Aggregate and Other Roadway Materials” of the Standard Specifications. This section will not be used unless the Engineer deems necessary to determine water weight of material.

9.K ARBITRATION

Section 9-1.22 “Arbitration” of the Standard Specifications is deleted in its entirety. All unresolved claims shall be resolved in a court of competent jurisdiction located in the County of Tehama. Any reference in the Standard Specifications to arbitration shall be deemed to refer to such litigation in a court of competent jurisdiction.

END OF SECTION

SECTION 10 GENERAL

10.A WORK SEQUENCING

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, the contractor shall install reference points to establish the locations for the replacement of same.

Construction of new structural sections adjacent to or within 8-feet of an existing traveled way must be performed in successive operations. Once the construction of a new structural section is under way concurrent operations of excavating, preparing subgrade, placing base materials, and paving must be completed during each working day unless:

1. Authorized

At the end of each working day the paved section should be opened for public use, or have temporary traffic control devices installed to protect the public.

10.B BUS SHELTERS

All shelters have been purchased by the County. The Contractor shall pickup, deliver and install shelters for each project site. Contact Adam Hanson at (530) 385-1462 a minimum of 24 hours in advance to coordinate pickup.

10.B-1 TYPE 1 SHELTERS

The County has three shelters that

Assembly of type 1 shelters is required and shall be done in accordance with the manufacturers specifications provided in Attachment 1 (included with this Bid Book). All type 1 shelters are stored at: **Tehama County Transit Facility, 1509 Schwab Street, Red Bluff.**

10.B-2 TYPE 2 SHELTERS

All type 2 shelters are pre-assembled and shall be installed as shown on plans. All type 2 shelters are stored at: **City of Red Bluff Corp Yard, 1015 Kimbal Rd, Red Bluff.**

END OF SECTION

SECTION 11 QUALITY CONTROL AND ASSURANCE

Attention is directed to Section 11 "Quality Control and Assurance" of the Standard Specifications.

END OF SECTION

SECTION 12 TEMPORARY TRAFFIC CONTROL

Attention is directed to Section 12 "Temporary Traffic Control" of the Standard Specifications.

12.A FLAGGING COSTS

Section 12-1.03 "Flagging Costs" of the Standard Specifications is hereby deleted. All flagging costs will be totally (100%) borne by the contractor and no division of costs will be made therefor.

12.B TRAFFIC-HANDLING EQUIPMENT AND DEVICES

Refer to Section 12-3, "Traffic-Handling Equipment and Devices" of the Standard Specifications.

Replace the 1st paragraph of section 12-3.01A(4) with:

Category 2 temporary traffic control devices must be on FHWA's list of acceptable, crashworthy Category 2 hardware for work zones. This list is available on FHWA's Safety Program Web site.

Replace "project" in the 4th paragraph of section 12-3.02C with:

Work

Add after "Display" in item 4 in the list in the 2nd paragraph of section 12-3.03B:

or Alternating Diamond

Replace "project" in the 3rd paragraph of section 12-3.07C with:

work

12.B-1 PORTABLE CHANGEABLE MESSAGE SIGNS

Refer to Section 12-3.12 "Portable Changeable Message Signs" of the Standard Specifications.

12.B-1.a CONSTRUCTION

Refer to Section 12-3.12C "Construction" of the Standard Specifications and add the following:

If shown or directed, place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure
3. Connector closure
4. Shoulder closure
5. Speed reduction zone

12.C MAINTAINING TRAFFIC

Refer to Section 12-4, "Maintaining Traffic" of the Standard Specifications.

12.C-1 CLOSURE REQUIREMENTS

Add the following provisions to Section 12-4.02A "General" of the Standard Specifications:

If work including installing, maintaining, and removing Type K temporary railing is to be performed within 6 feet of the adjacent traffic lane, close the adjacent traffic lane.

Except as listed above, closure of the adjacent traffic lane is not required for installing, maintaining, and removing traffic control devices.

For grinding and grooving operations, sawcutting concrete slabs, and installing loop detectors with an impact attenuator vehicle as a shadow vehicle, closure of the adjacent traffic lane is not required.

Under a 1-way reversing traffic control operation, traffic may be stopped in 1 direction for periods not to exceed **15 minutes**. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be placed as ordered by the Engineer and at least 48 by 48 inches in size. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

A minimum of 1 traffic lane not less than **10** feet wide must be open for use by traffic in each direction of travel.

Replace the 7th through 9th paragraphs of section 12-4.02A with:

If pedestrian traffic is allowed to pass through construction areas, provide a temporary pedestrian facility through the construction areas within the highway. Include protective overhead covering as necessary to ensure protection from falling objects and drippings from overhead structures.

At locations where pedestrian openings through falsework are required, provide a temporary pedestrian facility with protective overhead covering during all bridge construction activities.

Temporary pedestrian facilities must comply with section 12-7 of the Standard Specifications.

If an activity requires a closure of a walkway, another walkway must be made available nearby, off of the traveled way.

12.C-2 CLOSURE SCHEDULE AND CONDITIONS

Add between the 7th and 8th paragraphs of section 12-4.03 of the Standard Specifications:

The contingency plan must identify the operations, equipment, processes, and materials that may fail and delay a reopening of a closure to traffic. List the additional or alternate equipment, materials, or workers necessary to ensure continuing operations and on-time opening of closures whenever a problem occurs. If the additional or alternate equipment, materials, or workers are not on site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.

Based on the Engineer's review, additional materials, equipment, workers, or time to complete operations from that specified in the contingency plan may be required.

Provide a general time-scaled logic diagram displaying the major activities and sequence of planned operations that comply with the requirements of section 12-4.03. For each operation, identify the critical event when the contingency plan will be activated.

Submit any revisions to the contingency plan for an operation at least 3 business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

The 5th paragraph of section 5-1.23B(1) of the Standard Specifications does not apply to reviewing contingency plans:

12.D TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

Replace Section 12-5 "Traffic Control System For Lane Closure" of the Standard Specifications with the following:

12.D-1 GENERAL

Section 12-5 includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

12.D-2 MATERIALS

An attenuator must be a brand on the Authorized Material List for highway safety features.

Each attenuator must be individually identified with the manufacturer's name, address, attenuator model number, and a specific serial number. The name and number must be a minimum 1/2 inch high and located on the left, street side, lower front corner. The attenuator must have a message adjacent to the name and model number in 1/2-inch high letters with the blanks filled in by the attenuator manufacturer stating, "The bottom of this attenuator must be ___ ± ___ inches above the ground at all points for proper impact performance." Do not use an attenuator that is damaged or appears to be in poor condition until it is recertified by the manufacturer. The Engineer determines if a used attenuator supplied under this Contract needs to be recertified. Each unit must be certified by the manufacturer to comply with the requirements for an attenuator under the standards established by METS.

A new attenuator design that is proposed as equal to the authorized attenuators must comply with the procedures established by METS, including crash testing. Contact METS for information regarding submittal of new designs for evaluation.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by METS.

12.D-3 CONSTRUCTION

12.D-3.a GENERAL

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

12.D-3.b STATIONARY LANE CLOSURES

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

Additional advance flaggers are required.

For traffic under 1-way control on unpaved areas, the cones shown along the centerline need not be placed.

You may use a pilot car to control traffic. If a pilot car is used for traffic control, the cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

12.D-3.c MOVING LANE CLOSURES

A changeable message sign used in a moving lane closure must comply with section 12-3.12 except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck-mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

12.D-4 PAYMENT

Traffic control system for lane closure is paid for as traffic control system.

12.E TEMPORARY PAVEMENT DELINEATION

Replace Section 12-8 “Temporary Pavement Delineation” of the Standard Specifications with the following:

12.E-1 GENERAL

Section 12-8 includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Painted traffic stripe used for temporary delineation must comply with section 84-3. Apply 1 or 2 coats.

Temporary signing for no-passing zones must comply with section 12-3.06.

12.E-2 MATERIALS

12.E-2.a GENERAL

Not Used

12.E-2.b TEMPORARY LANE LINE AND CENTERLINE DELINEATION

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less.

12.E-2.c TEMPORARY EDGE LINE DELINEATION

Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions.

12.E-3 CONSTRUCTION

12.E-3.a GENERAL

Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways, and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

12.E-3.b TEMPORARY LANE LINE AND CENTERLINE DELINEATION

Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

Where removal of the white, 4-inch wide, lane line traffic stripe is not required, apply temporary painted traffic stripe and place clear retroreflective pavement markers for temporary lane line delineation. Temporary painted lane line delineation placed on portland cement concrete pavement must consist of a white traffic stripe supplemented by a black-contrast traffic stripe and clear retroreflective pavement markers. Place the temporary painted lane line and clear retroreflective pavement markers longitudinally at intervals not exceeding 48 feet. The black contrast stripe and clear retroreflective pavement markers may remain in place at locations where you will be placing permanent pavement delineation.

Where no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic. Install a W20-1, "Road Work Ahead," sign from 1,000 feet to 2,000 feet in advance of a no-passing zone. Install a R4-1, "Do Not Pass," sign at the beginning of a no-passing zone and at 2,000-foot intervals within the no-passing zone. For continuous zones longer than 2 miles, install a W7-3a or W71(CA), "Next ___ Miles," sign beneath the W20-1 sign. Install a R4-2, "Pass With Care," sign at the end of the no-passing zone. The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation. Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

12.E-3.c TEMPORARY EDGE LINE DELINEATION

Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

12.E-4 PAYMENT

Not Used

END OF SECTION

SECTION 13 WATER POLLUTION CONTROL

13.A GENERAL

Attention is directed to Section 13 "Water Pollution Control" of the Standard Specifications.

13.A-1 SUMMARY

This project qualifies for an Erosivity Waiver because the soil disturbance is anticipated to be between 1 and 5 acres and the R-factor is less than 5. The Erosivity Waiver and R-factor are described in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by 2010-0014-DWQ).

Schedule all soil disturbing activities, such as clearing and grubbing, roadway excavation, and embankment construction, to occur between April 15 and October 15. Deviation from this schedule may void the Erosivity Waiver.

THIS JOB IS RISK LEVEL ENTER RISK LEVEL.

Discharges of storm water from the project must comply with most current NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-009-DWQ, NPDES No. CAS000002, as amended by 2010-0014-DWQ).

13.B DEFINITIONS AND ABBREVIATIONS

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

BMPs: Best Management Practices are water pollution control practices.

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

CSMP: Construction Site Monitoring Program.

NAL: Numeric Action Level

NEL: Numeric Effluent Limit

NPDES: National Pollutant Discharge Elimination System
NOI: Notice of Intent
normal working hours: The hours you normally work on this project
Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."
QSD: Qualified SWPPP Developer
QSP: Qualified SWPPP Practitioner
REAP: Rain Event Action Plan.
RWQCB: Regional Water Quality Control Board.
SAP: Sampling and Analysis Plan
SSC: Suspended Sediment Concentration
SWRCB: State Water Resources Control Board
SWPPP: Storm Water Pollution Prevention Plan
WDID: Waste Discharge Identification Number
WPC: Water Pollution Control
WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

13.C JOB SITE MANAGEMENT

Contractor must maintain a clean job site and comply with the provision of Section 13-4 of the Standard Specifications as needed.

13.D PAYMENT

13.D-1 MAINTENANCE OF TEMPORARY ITEMS

Sections 13-5.04, 13-6.04, 13-7.04 of the Standard Specifications entitled “Payment” of the temporary sediment and erosion control measures is amended to delete cost sharing of maintaining temporary items. All costs to maintain temporary sediment and erosion control measures will be totally (100%) borne by the contractor and no division of costs will be made therefor.

The Department does not pay for items not used.

END OF SECTION

SECTION 14 ENVIRONMENTAL STEWARDSHIP

Attention is directed to Section 14 “Environmental Stewardship” of the Standard Specifications.

14.A DUST CONTROL

In addition to the provisions in Section 14-9.03A “Dust Control” of the Standard Specifications, the Contractor must comply with the requirements of the Tehama County Air Pollution Control District. If required, compliance may include submitting Dust Control Plan(s) and/or obtaining necessary permits.

14.A-1 PAYMENT

A fee may be required to obtain a fugitive dust permit. Full compensation for conforming to the provisions in this Section and the requirements of the permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

END OF SECTION

SECTION 15 EXISTING FACILITIES

Refer to Section 15 “Existing Facilities” of the Standard Specifications.

15.A REMOVE FENCE

Existing field fence shall be removed from site as shown. Attention should be directed to the contractor that new fence must be adjoined to the existing fence. Contractor shall own and properly dispose of the removed material.

15.B REMOVE CULVERT

Remove culverts as shown. Removal of culverts must be immediately followed by the installation of the new culvert. Allowances for emergency access across culvert trench must be made at all time. Contractor shall own the removed material.

15.C RELOCATE CULVERT

Relocate culverts as shown. Relocation of culverts must be conducted immediately. Allowances for emergency access across culvert trench must be made at all time.

Installation of relocated culverts shall comply with Section 66 of the Standard Specifications and with these Special Provisions.

15.D REMOVE PAVEMENT

15.D-1 GENERAL

Remove Pavement shall include the removal of existing asphalt concrete as shown for roadway re-grading or widened, transporting, stockpiling, and placement as shoulder backing.

15.D-2 MATERIALS

If applicable, use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in Section 39.

15.D-3 CONSTRUCTION

15.D-3.a REMOVAL

Removal shall comply with Section 15-2.02B(4) "Remove Subbase, Base, and Bituminous Surfacing" of the Standard Specifications. Remove asphalt concrete where shown on the plans.

15.D-3.b STOCKPILE

Salvaged material shall be stockpiled either onsite or another site approved by the Engineer. Stockpiling shall comply with water pollution control provisions and the Standard Specifications.

15.D-3.c PLACEMENT

Placement of salvaged asphalt concrete shall comply with the Construction specifications for Shoulder Backing in Section 19-9.03 of the Standard Specifications.

15.D-3.d SAWCUT

Payment for Remove Asphalt Concrete includes conducting neat sawcut if a clean vertical edge is not provided or maintained prior to paving operations. Engineer must approve exclusion of sawcutting. Failure to get approval from the Engineer may result in performance withhold(s).

15.E COLD PLANING ASPHALT CONCRETE PAVEMENT

Replace Section 15-2.02B(3) "Cold Planing Asphalt Concrete Pavement" of the Standard Specifications with the following:

15.E-1 GENERAL

1. Construct a temporary HMA taper to the level of the existing pavement

Schedule cold planing activities so that not more than 48 hours elapses between the time the pavement is cold planed and the HMA is placed.

15.E-2 MATERIALS

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in Section 39.

15.E-3 CONSTRUCTION

15.E-3.a COLD PLANE

15.E-3.a(i) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

15.E-3.a(ii) Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

15.E-3.a(iii) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area, or as shown.
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

15.E-3.a(iv) Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

15.E-3.a(v) Stockpile

Material shall be stockpiled either onsite or another site approved by the Engineer. Stockpiling shall comply with water pollution control provisions and Standard Specifications.

15.E-4 PAYMENT

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing is included in the payment for cold plane asphalt concrete pavement of the types shown in the Bid Item List.

15.F RESET MAILBOXES

Refer to Section 15-2.08B of the Standard Specifications. Mailboxes shall be relocated as shown.

15.G RELOCATE MAILBOXES

15.G-1 GENERAL

Mailboxes include newspaper boxes. Provide access for the mail and newspaper delivery at all times.

Relocate the mail box location as necessary during your work. Mount mailboxes on posts that are set in the ground. If authorized, temporary supports may be used. Do not use posts concreted in buckets for temporary supports.

Relocate a newspaper box wherever the newspaper box is attached to the existing facility.

For the final location, install mailboxes on new redwood posts that comply with the specifications for sign posts under section 56.

Backfill the space around posts with earth material. Place the backfill in 4-inch thick layers. Moisten and thoroughly compact each layer.

Dispose of posts, mounts, and hardware that are no longer used.

15.G-2 PAYMENT

A mail box is one unit. A newspaper box is one unit.

Multiple boxes on a single post are counted as multiple units.

Payment for a unit includes resetting/relocating as many times as necessary during the project to facilitate the contractors construction sequence until the unit is placed in its final location.

Refer to Section 15-2.08B of the Standard Specifications. Mailboxes shall be relocated as shown.

15.H RELOCATE ROADSIDE SIGN STRUCTURE

Replace section 15-2.09B of the Standard Specifications with:

15-2.09B Relocate Sign Structures

Remove foundations complete regardless of depth. Foundations include anchor bolts, reinforcing steel, conduit, and electrical wiring. Remove wiring to the nearest pull box.

Foundations and metal components must comply with section 56-3.

Construction of relocated sign structure(s) shall comply with Section 56 of the Standard Specifications and these Special Provisions.

15.I SALVAGE

15.I-1 DEPARTMENT SALVAGE LOCATION

Not used.

15.I-2 PAYMENT

Replace Section 15-2.03A(4) "Payment" with the following provisions:

Not used.

END OF SECTION

SECTION 16 CLEARING AND GRUBBING

Refer to Section 16, "Clearing and Grubbing" of the Standard Specifications.

The contract unit price paid for Clearing and Grubbing shall also include removal and disposal of asphalt concrete pavement, removal of culvert pipe, removal of concrete rubble outfall, and no other payment shall be allowed.

END OF SECTION

SECTION 17 WATERING

Refer to Section 17, “Watering” of the Standard Specifications.

END OF SECTION

SECTION 18 DUST PALLIATIVE

Refer to Section 18, “Dust Palliative” of the Standard Specifications. Dust Palliative is not used.

END OF SECTION

SECTION 19 EARTHWORK

19.A GENERAL

Refer to Section 19, “Earthwork” of the Standard Specifications.

Quantity calculations for Roadway Excavation and Import Borrow do not consider swelling, shrinkage and/or compaction.

19.B ROADWAY EXCAVATION

19.B-1 SLOPES

Add the following to section 19-2.03G “Slopes” of the Standard Specifications:

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to slope contours.

19.C SLURRY CEMENT BACKFILL

Refer to Section 19-3, “Structure Excavation and Backfill” of the Standard Provisions.

19.D COMPACTION

In addition to the provisions in Section 19-5.03A “General” of the Construction subsection, the following provisions shall apply.

Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

19.E SHOULDER BACKING

Refer to Section 19-9, “Shoulder Backing” of the Standard Specifications.

19.E-1 MATERIALS

Attention is directed to Section 19-9.02 “Materials” of the Standard Specifications. Salvaged asphalt pavement processed into RAP may be used where permitted. Refer to Section 19-9.03 “Construction” of the Standard Specifications.

19.F IMPORT BORROW

Refer to Section 19-7 “Borrow Material” of the Standard Specifications.

19.F-1 MATERIALS

Add the following to Section 19-7.02C “Import Borrow”:

The portion of imported borrow placed within 4 feet of the finished grade must have a resistance (R-Value) of at least 35 or as approved by the Engineer.

END OF SECTION

SECTION 20 LANDSCAPE

Refer to Section 20, “Landscape” of the Standard Specifications.

Plant six (6) no.15-container size trees to replace the three conifer trees removed from property 004-100-25 with the following:

Scientific Name	Common Name	Number
Prunus x cerasifera 'Cripoizam'	Crimson point flowering plum	2
Malus	Royal raindrop crabapple	1
Pyrus calleryana	chanticleer flowering pear	1
Acer rubrum	Armstrong gold maple	2
Total =		

Relocate existing landscaping shrubs and garden wall block along the removed and installed fence line within a treated 2x6 four foot (4') offset along the remaining fence line estimate approximately 180'.

Landscaping items must be installed by a licensed Landscaping Contractor C-27.

Full compensation for landscaping items shall be considered as included in the prices paid in the landscaping item shown in the Bid Item List.

END OF SECTION

SECTION 21 EROSION CONTROL

21.A GENERAL

Refer to Section 21, “Erosion Control” of the Standard Specifications and the amended provisions within this section. All other provisions in the Standard Specifications shall apply.

21.A-1 MATERIALS

Refer to Section 21-1.02 “Materials” of Erosion Control items in the Standard Specifications and the following amendments.

Replace the paragraph in section 21-1.02P with:

Fiber roll must be a premanufactured roll filled with rice or wheat straw, wood excelsior, or coconut fiber. Fiber roll must be covered with biodegradable jute, sisal, or coir fiber netting secured tightly at each end and must be one of the following:

1. 8 to 10 inches in diameter and at least 1.1 lb/ft
2. 10 to 12 inches in diameter and at least 3 lb/ft

Fiber roll must have a minimum functional longevity of 1 year.

21.A-2 CONSTRUCTION

Refer to Section 21-1.03 “Construction” of Erosion Control items in the Standard Specifications and the following amendments.

Add between the 1st and 2nd paragraphs of section 21-1.03A:

Remove and dispose of trash, debris, and weeds in areas to receive erosion control materials.

Remove and dispose of loose rocks larger than 2-1/2 inches in maximum dimension unless otherwise authorized.

Protect the traveled way, sidewalks, lined drainage channels, and existing vegetation from overspray of hydraulically-applied material.

21.B HYDROSEED

21.B-1 MATERIALS

21.B-1.a SEED MIX

Seed must comply with the following:

Table 3: Hydroseed Seed Mix

Scientific Name	Common Name	Pounds per Acre (PLS)
<i>Bromus carinatus</i>	Cucamonga brome	20
<i>Hordeum brachyantherum ssp. californicum</i>	California barley	10
<i>Lasthenia glabrata</i>	Yellow-rayed goldfields	4
<i>Leymus triticoides</i>	Creeping wildrye	5
<i>Nassella cernua</i>	Nodding needlegrass	10
<i>Poa secunda ssp. secunda</i>	One-sided bluegrass	5
<i>Trifolium willdenovii</i>	Tomcat clover	6
<i>Vulpia microstachys</i>	Three weeks fescue	5
Total =		65

21.B-1.b ORGANIC FERTILIZER

Must be a pelleted or granular form and must be one of the following:

Table 4: Organic Fertilizer

Products	Guaranteed Chemical Analysis; (N-P-K) (%)	Company
Biosol Mix® - Granular	7-2-3	Rocky Mountains Bioproducts Edwards, CO
Fertil-Fibers™	6-4-1	Quattro Environmental Coronado, CA
Sustane®	5-2-4	Natural Fertilizer of America Cannon Falls, MN
Approved Equal1	(N) 5 to 7 (P) 1 to 5 (K) 2 to 10	

Approved equal must be within the ranges shown for N-P-K. The cumulative (N) release rate must be no more than 70 percent the first 70 days after incubation (86° F) with 100 percent at 350 days or more.

21.B-2 APPLICATION

Apply erosion control (Hydroseed) materials in separate applications in the following sequence:

1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Table 5: Hydroseed Application Rates

Material	Pounds Per Acre (Slope Measurement)
Seed	65
Fiber	750
Organic Fertilizer	600

The ratio of total water to total tackifier in the mixture must be as recommended by the manufacturer.

21.C PAYMENT

21.C-1 MOVE-IN/ MOVE-OUT

Full compensation for the move-in and move-out of **permanent** erosion control items shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

END OF SECTION

SECTION 22 FINISHING ROADWAY

Refer to Section 22, "Finishing Roadway" of the Standard Specifications.

END OF SECTION

SECTION 24 STABILIZED SOILS

Refer to Section 24, "Stabilized Soils" of the Standard Specifications.

END OF SECTION

SECTION 26 AGGREGATE BASES

Refer to Section 26, "Aggregate Bases" of the Standard Specifications.

26.A MATERIALS

Aggregate base shall be Class 2, ¾ inch maximum gradation.

26.B CONSTRUCTION

26.B-1 COMPACTING

The first line of Section 26-1.03D of the Standard Specifications shall be replaced with:

Compact each AB layer to at least 95 percent relative dry compaction under ASTM D2922 and D3017 or others as required. Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

26.C PAYMENT

The second paragraph of Section 26-1.04 of the Standard Specifications shall be replaced with:

If AB is paid for by weight, and if the Engineer deems necessary to determine water weight, the Engineer may adjust the weight in the weighmaster certificate of the delivered AB by deducting the water weight over one percent plus the optimum moisture content. The Engineer determines the AB water content under California Test 226 and AB optimum moisture content under California Test 216. The Engineer does not pay for the deducted water weight.

END OF SECTION

SECTION 37 BITUMINOUS SEALS

Refer to Section 37, "Bituminous Seals" of the Standard Specifications.

END OF SECTION

SECTION 39 HOT MIX ASPHALT

Refer to Section 39, "Hot Mix Asphalt" of the Standard Specifications and the provisions within this section.

Hot Mix Asphalt must be **Type B**, ¾" Aggregate Gradation, **PG 64-10** asphalt binder, and applied using the **Method** construction process.

Tack Coat shall be SS1/SS1h.

Total lift thickness shall be as shown on the plans, with the final lift being placed not less than 2-inches thick.

39.A GENERAL

Refer to Section 39-1.01, "General" of the Standard Specifications.

39.A-1 GENERAL

Add to section 39-1.01B:

processed RAP: RAP that has been fractionated.

substitution rate: Amount of RAP aggregate substituted for virgin aggregate in percent.

binder replacement: Amount of RAP binder in OBC in percent.

surface course : Upper 2-inches of HMA exclusive of OGFC.

39.A-2 MATERIALS

39.A-2.a AGGREGATE

Refer to Section 39-1.02E, "Aggregate" of the Standard Specifications.

Replace "less than 10 percent" in note "b" in the table titled "Aggregate Quality" of section 39-1.02E with:

"10 percent or less."

39.A-2.b RECLAIMED ASPHALT PAVEMENT

Refer to Section 39-1.02F, "Reclaimed Asphalt Pavement" of the Standard Specifications.

Replace the paragraphs in section 39-1.02F with:

39-1.02F(1) General

You may produce HMA Type A or B using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP at a substitution rate not exceeding 25 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the JMF submittal. The JMF must include the percent of RAP used.

Provide enough space for meeting RAP handling requirements at your facility. Provide a clean, graded, well-drained area for stockpiles. Prevent material contamination and segregation.

If RAP is from multiple sources, blend the RAP thoroughly and completely. RAP stockpiles must be homogeneous.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

AASHTO T 324 (Modified) is AASHTO T 324, "Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt (HMA)," with the following parameters:

1. Target air voids must equal 7 ± 1 percent
2. Specimen height must be $60 \text{ mm} \pm 1 \text{ mm}$
3. Number of test specimens must be 4
4. Test specimen must be a 150mm gyratory compacted specimen
5. Test temperature must be set at:
 - 5.1. 122 ± 2 degrees F for PG 58
 - 5.2. 131 ± 2 degrees F for PG 64
 - 5.3. 140 ± 2 degrees F for PG 70 and above
6. Measurements for impression must be taken at every 100 passes
7. Inflection point defined as the number of wheel passes at the intersection of the creep slope and the stripping slope
8. Testing shut off must be set at 25,000 passes

39-1.02F(2) Substitution Rate of 15 Percent or Less

For a RAP substitution rate of 15 percent or less, you may stockpile RAP during the entire project.

39-1.02F(3) Substitution Rate Greater than 15 Percent

For a RAP substitution rate greater than 15 percent, fractionate RAP into 2 sizes, a coarse fraction RAP retained on 3/8-inch screen and a fine fraction RAP passing 3/8-inch screen.

Sample and test processed RAP at a minimum frequency of 1 sample per 1000 tons with a minimum of 6 samples for each processed RAP stockpile. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

When tested under California Test 202 with a total mechanical shaking time of 10 minutes ± 15 seconds, the processed RAP must meet the grading requirements shown in the following table:

**Processed RAP Gradation
(Percentage Passing)**

Sieve sizes	TV limits	Allowable tolerance
1/2"	100	--
3/8"	97	TV + 3

The processed RAP asphalt binder content must be within ± 2.0 percent of the average processed RAP stockpile asphalt binder content when tested under ASTM D 2172, Method B. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within ± 2.0 percent of the average binder content of the original processed RAP stockpile.

The maximum specific gravity for processed RAP must be within ± 0.06 when tested under California Test 309 of the average maximum specific gravity reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form..

39.A-3 HOT MIX ASPHALT MIX DESIGN

39.A-3.a GENERAL

Refer to Section 39-1.03A, "General" of the Standard Specifications.

Replace items 7 and 8 in the 5th paragraph of section 39-1.03A with:

7. Substitution rate by more than 5 percent if your assigned RAP substitution rate is 15 percent or less
8. Substitution rate by more than 3 percent if your assigned RAP substitution rate is greater than 15 percent

9. Average binder content by more than 2 percent from the average binder content of the original processed RAP stockpile used in the mix design
10. Maximum specific gravity of processed RAP by more than ± 0.060 from the average maximum specific gravity of processed RAP reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
11. Any material in the JMF

Refer to Section 39-1.03B, "Hot Mix Asphalt Mix Design" of the Standard Specifications.

Replace the 1st paragraph of section 39-1.03B with:

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

HMA Mix Design Requirements				
QUALITY CHARACTERISTIC	TEST METHOD	HMA TYPE		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.)	California Test 367	17.0	17.0	--
No. 4 grading		15.0	15.0	--
3/8" grading		14.0	14.0	18.0–23.0 ^a
1/2" grading		13.0	13.0	18.0–23.0 ^a
3/4" grading				
Voids filled with asphalt (%)	California Test 367			Note c
No. 4 grading		65.0–75.0	65.0–75.0	
3/8" grading		65.0–75.0	65.0–75.0	
1/2" grading		65.0–75.0	65.0–75.0	
3/4" grading		65.0–75.0	65.0–75.0	
Dust proportion	California Test 367			Note c
No. 4 and 3/8" gradings		0.6–1.2	0.6–1.2	
1/2" and 3/4" gradings		0.6–1.2	0.6–1.2	
Stabilometer value (min.) ^b	California Test 366			--
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

^a Report this value in the JMF submittal.

For RAP substitution rate greater than 15 percent, the mix design must comply with the additional quality characteristics shown in the following table:

For Reference Only-Not for Bidding Purposes

**Additional HMA Mix Design Requirements
for RAP Substitution Rate Greater Than 15 Percent**

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)	AASHTO T 324 (Modified) ^a			
PG-58		10,000	10,000	--
PG-64		15,000	15,000	
PG-70		20,000	20,000	
PG-76 or higher		25,000	25,000	
Hamburg wheel track (inflection point minimum number of passes) ^f	AASHTO T 324 (Modified) ^a			
PG-58		10,000	10,000	--
PG-64		10,000	10,000	
PG-70		12,500	12,500	
PG-76 or higher		15000	15000	
Moisture susceptibility (minimum dry strength, psi)	California Test 371 ^a	120	120	--
Moisture susceptibility (tensile strength ration, %)	California Test 371 ^a	70	70	--

^aTest plant produced HMA.

For HMA with RAP, the maximum binder replacement must be 25.0 percent of OBC for surface course and 40.0 percent of OBC for lower courses.

For HMA with a binder replacement less than or equal to 25 percent of OBC, you may request that the PG asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

For HMA with a binder replacement greater than 25 percent but less than or equal to 40 percent of OBC, you must use a PG asphalt binder grade with upper and lower temperature classifications reduced by 6 degrees C from the specified grade.

39.A-3.b JOB MIX FORMULA SUBMITTAL

Refer to Section 39-1.03C, “Job Mix Formula Submittal” of the Standard Specifications.

Replace item 4 in the list in the 1st paragraph of section 39-1.03C with:

3. JMF renewal on a Caltrans Job Mix Formula Renewal form, if applicable

Add after the last paragraph of section 39-1.03C:

For RAP substitution rate greater than 15 percent, submit with the JMF submittal:

1. California Test 371 tensile strength ratio and minimum dry strength test results
2. AASHTO T 324 (Modified) test results

For RAP substitution rate greater than 15 percent, submit California Test 371 and AASHTO T 324 (Modified) test results to the Engineer.

39.A-3.c JOB MIX FORMULA VERIFICATION

Refer to Section 39-1.03E, “Job Mix Formula Verification” of the Standard Specifications.

Replace the 2nd paragraph of section 39-1.03E with:

Use the OBC specified on your Contractor Hot Mix Asphalt Design Data form. No adjustments to asphalt binder content are allowed. Based on your testing and production experience, you may submit an adjusted aggregate gradation TV on a Contractor Job Mix Formula Proposal form before verification testing. Aggregate gradation TV must be within the TV limits specified in the aggregate gradation tables.

Add between the 3rd and 4th paragraphs of section 39-1.03E:

Asphalt binder set point for HMA must be the OBC specified on your Contractor Hot Mix Asphalt Design Data form. When RAP is used, asphalt binder set point for HMA must be:

$$\text{Asphalt Binder Set Point} = \frac{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)} - R_{RAP} \left[\frac{BC_{RAP}}{\left(1 - \frac{BC_{RAP}}{100}\right)} \right]}{100 + \frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)}}$$

Where:

BC_{OBC} = optimum asphalt binder content, percent based on total weight of mix

R_{RAP} = RAP ratio by weight of aggregate

BC_{RAP} = asphalt binder content of RAP, percent based on total weight of RAP mix

Replace item 4 in the list in the 8th paragraph of section 39-1.03E with:

4. HMA quality specified in the table titled "HMA Mix Design Requirements" except:
 - 4.1. Air void content, design value ± 2.0 percent
 - 4.2. Voids filled with asphalt, report only
 - 4.3. Dust proportion, report only

Replace the 12th paragraph of section 39-1.03E with:

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF or submit an adjusted JMF based on your testing. JMF adjustments may include a change in aggregate gradation TV within the TV limits specified in the aggregate gradation tables.

Replace the 14th paragraph of section 39-1.03E with:

A verified JMF is valid for 12 months.

Replace the last sentence in the 15th paragraph of section 39-1.03E with:

This deduction does not apply to verifications initiated by the Engineer or JMF renewal

Replace the 16th paragraph of section 39-1.03E with:

Except for RAP substitution rate greater than 15 percent, for any HMA produced under the QC/QA process the Department does not use California Test 371 test results for verification.

39.A-3.d JOB MIX FORMULA RENEWAL

Refer to Section 39-1.03F, "Job Mix Formula Verification" of the Standard Specifications.

Add between the 1st and 2nd paragraphs of section 39-1.03F:

Target asphalt binder content on your Contractor Job Mix Formula Proposal form and the OBC specified on your Contractor Hot Mix Asphalt Design Data form must be the same.

Delete the 4th paragraph of section 39-1.03F.

Replace items 3 and 5 in the list in the 6th paragraph of section 39-1.03F with:

3. Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

Add between the 6th and 7th paragraphs of section 39-1.03F:

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

39.A-3.e JOB MIX FORMULA ACCEPTANCE

Refer to Section 39-1.03G, "Job Mix Formula Acceptance" of the Standard Specifications.

Replace section 39-1.03G with:

39-1.03G Job Mix Formula Modification

For an accepted JMF, you may change asphalt binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the accepted JMF to be modified
3. JMF verification on Hot Mix Asphalt Verification form for the accepted JMF to be modified
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value ± 2.0 percent
3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

If the modified JMF is verified, the Engineer revises your Hot Mix Asphalt Verification form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

Add to section 39-1.03:

39-1.03H Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

39.A-4 CONTRACTOR QUALITY CONTROL

39.A-4.a GENERAL

Refer to Section 39-1.04A, "General" of the Standard Specifications.

Replace "3 days" in the 1st paragraph of section 39-1.04A with:

3 business days

Replace the 2nd sentence in the 2nd paragraph of section 39-1.04A with:

During production, take samples under California Test 125. You may sample HMA from:

39.A-4.b RECLAIMED ASPHALT PAVEMENT

Refer to Section 39-1.04E, "Reclaimed Asphalt Pavement" of the Standard Specifications.

Replace "batch" in the 2nd sentence in the 2nd paragraph of section 39-1.04C with:

lot. Each asphalt binder lot consist of 1 or multiple batches of combined asphalt binder, asphalt modifier, and CRM proportioned under section 39-1.02D.

Replace the 2nd paragraph of section 39-1.04E with:

For RAP substitution rate of 15 percent or less, sample RAP once daily.

For RAP substitution rate of greater than 15percent, sample processed RAP twice daily.

Perform QC testing for processed RAP aggregate gradation under California Test 367, appendix B, and submit the results with the combined aggregate gradation.

39.A-5 DISPUTE RESOLUTION

Refer to Section 39-1.06, "Dispute Resolution" of the Standard Specifications.

Replace "5 days" in the 1st paragraph of section 39-1.06 with:

5 business days

39.A-6 PRODUCTION

39.A-6.a GENERAL

Refer to Section 39-1.08A, "General" of the Standard Specifications.

Replace the 3rd paragraph of section 39-1.08A with:

During production, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

Add to section 39-1.08A:

During production, asphalt binder set point for HMA Type A, HMA Type B, HMA Type C, and RHMA-G must be the OBC shown in Contractor Hot Mix Asphalt Design Data form. For OGFC, asphalt binder set point must be the OBC shown on Caltrans Hot Mix Asphalt Verification form. If RAP is used, asphalt binder set point for HMA must be calculated as specified in section 39-1.03E.

For RAP substitution rate of 15 percent or less, you may adjust the RAP by -5 percent.

For RAP substitution greater than 15, you may adjust the RAP by -3 percent.

You must request adjustments to the plant asphalt binder set point based on new RAP stockpiles average asphalt binder content. Do not adjust the HMA plant asphalt binder set point until authorized.

39.A-6.b MIXING

Refer to Section 39-1.08B, "Mixing" of the Standard Specifications.

Replace the 3rd paragraph of section 39-1.08B with:

Asphalt rubber binder must be from 375 to 425 degrees F when mixed with aggregate.

Add to the beginning of section 39-1.08C:

Asphalt rubber binder blending plants must have current qualification under the Department's Material Plant Quality Program.

39.A-7 TRANSPORTING, SPREADING, AND COMPACTING

Refer to Section 39-1.11, "Transporting, Spreading, and Compacting" of the Standard Specifications.

Replace section 39-1.11 with:

39-1.11 CONSTRUCTION

39-1.11A General

Do not place HMA on wet pavement or a frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material

3. Activities for deposit, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

39-1.11B Longitudinal Joints

39-1.11B(1) General

Longitudinal joints in the top layer must match specified lane edges. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the specified lane edges. You may request other longitudinal joint placement patterns.

A vertical longitudinal joint of more than 0.15 ft is not allowed at any time between adjacent lanes open to traffic.

For HMA thickness of 0.15 ft or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For HMA thickness greater than 0.15 ft, you must place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

39-1.11B(2) Tapered Notched Wedge

For divided highways with an HMA lift thickness greater than 0.15 foot, you may construct a 1-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at the top and bottom of the tapered wedge.

The tapered notched wedge must retain its shape while exposed to traffic. Pave the adjacent lane within 1 day.

Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver.

You may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 91 percent compaction.

Perform QC testing on the completed tapered notch wedge joint as follows:

1. Perform field compaction tests at the rate of 1 test for each 750-foot section along the joint. Select random locations for testing within each 750-foot section.
2. Perform field compaction tests at the centerline of the joint, 6 inches from the upper vertical notch, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine maximum density test results.

4. Determine percent compaction of the longitudinal joint as the ratio of the average of the field compaction values and the maximum density test results.

For HMA under QC/QA construction process, the additional quality control compaction results associated with the tapered notch wedge will not be included in the computation of any quality factor and process control.

For acceptance of the completed tapered notch wedge joint, take two 4- or 6-inch diameter cores 6 inches from the upper vertical notch of the completed longitudinal joint for every 3,000 feet at locations designated by the Engineer. Take cores after the adjacent lane is placed and before opening the pavement to traffic. Cores must be taken in the presence of the Engineer and must be marked to identify the test sites. Submit the cores. One core will be used for determination of the field density and 1 core will be used for dispute resolution. The Engineer determines:

1. Field compaction by measuring the bulk specific gravity of the cores under California Test 308, Method A
2. Percent compaction as the ratio of the average of the bulk specific gravity of the core for each day's production to the maximum density test value

For HMA under QC/QA construction process, the additional quality assurance testing by the Engineer to determine field compaction associated with the tapered notch wedge will not be included in the Engineer's verification testing and in the computation of any quality factor and process control.

Determine percent compaction values each day the joint is completed and submit values within 24 hours of testing. If the percent compaction of 1 day's production is less than 91 percent, that day's notched wedge joint is rejected. Discontinue placement of the tapered notched wedge and notify the Engineer of changes you will make to your construction process in order to meet the specifications.

For HMA under QC/QA construction process, quantities of HMA placed in the completed longitudinal joint will have a quality factor QFQC5 of 1.0.

39-1.11C Widening Existing Pavement

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA over the existing pavement.

39-1.11D Shoulders, Medians, and Other Road Connections

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

39-1.11E Leveling

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

39-1.11F Compaction

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic-tired roller to compact RHMA-G.

For Standard and QC/QA construction processes, if 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Spread and compact HMA under sections 39-3.03 and 39-3.04 if any of the following applies:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
 - 3.1. Asphalt concrete surfacing replacement areas
 - 3.2. Leveling courses
 - 3.3. Areas for which the Engineer determines conventional compaction and compaction

measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

If you request and if authorized, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under section 17-3.

Spread sand at a rate from 1 to 2 lb/sq yd on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with section 90-1.02C(4)(c). Keep traffic off the pavement until spreading sand is complete.

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

Place additional HMA along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

Add following to section 39-1.11

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

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

39.A-8 SMOOTHNESS

Refer to Section 39-1.12, "Smoothness" of the Standard Specifications.

Replace the 5th and 6th paragraphs of section 39-1.12C with:

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI0 must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI0 must be at most 5 inches per 0.1-mile section.

Conduct Profilograph measurements in the presence of the Engineer. Failure to have the Engineer present during the Profilograph may constitute re-profiling the roadway. Contractor shall mark or identify the location of must-grinds in the presence of the Engineer.

Profilograph stationing shall follow project stationing. Submitted profilograph data not following project stationing must be re-profilographed.

39.A-9 MISCELLANEOUS AREAS AND DIKES

Refer to Section 39-1.14, "Miscellaneous Areas and Dikes" of the Standard Specifications.

Add to section 39-1.14:

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

6.4 Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

5.7 Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

6.4 Replace "6.8" in the 1st paragraph of section 39-1.15B with:

5.7 Replace "6.0" in the 1st paragraph of section 39-1.15B with:

39.B METHOD CONSTRUCTION PROCESS

39.B-1 ACCEPTANCE CRITERIA

Refer to Section 39-3.02, "Acceptance Criteria" of the Standard Specifications.

Replace the 1st paragraph of section 39-3.02A with:

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

HMA Acceptance—Method Construction Process

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation ^a	California Test 202	JMF ± tolerance ^b			
Sand equivalent (min) ^c	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) ^c No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--
		37	35	23	--
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90
		75	--	90	75
		70	20	70	90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12
		45	50	40	40
Air void content (%) ^{c, d}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) ^e	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
Voids in mineral aggregate (% min) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--
		15.0	15.0	--	--
		14.0	14.0	18.0–23.0	
		13.0	13.0	18.0–23.0	
Dust proportion ^f No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2	0.6–1.2	Report only	--
		0.6–1.2	0.6–1.2		
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) ^g PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000	10,000	--	--
		15,000	15,000		
		20,000	20,000		
		25,000	25,000		

For Reference Only-Not for Bidding Purposes

Hamburg wheel track (inflection point minimum number of passes) ^g PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 10,000 12,500 15000	10,000 10,000 12,500 15000	-- -- -- --	-- -- -- --
Moisture susceptibility (minimum dry strength, psi) ^g	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) ^g	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c The Engineer reports the average of 3 tests from a single split sample.

^d The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

^e The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

^f Report only.

^g Applies to RAP substitution rate greater than 15 percent.

Replace "280 degrees F" in item 2 in the list in the 6th paragraph of section 39-3.04 with:

285 degrees F

39.C RUMBLE STRIP

39.C-1 GENERAL

This work includes constructing shoulder and centerline rumble strips in the top layer of hot mix asphalt surfacing by ground-in methods.

39.C-2 CONSTRUCTION

Rumble strips shall be constructed in the asphalt concrete after the surface has hardened.

Do not construct shoulder rumble strips on structures, approach slabs or driveway aprons.

Do not construct centerline rumble strips through roadway intersections.

Construct rumble strips within 2 inches of the specified alignment. The grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Indentations must comply with the specified dimensions within 0.06 inch in depth and 10 percent in length and width.

The noise level created by the combined grinding operation shall not exceed 86dBA when measured at a distance of 50 feet at right angles to the direction of travel.

Ground surface areas must be neat and uniform in appearance. Finished rumble strips not meeting the specified tolerances, shall be brought within tolerance by either abrasive grinding or removal and replacement. The corrective method will be selected by the Engineer. The corrective work shall be at the Contractor's expense. The grinding equipment must be equipped with a vacuum attachment to remove all residue from the roadbed. Dispose of removed material at location directed by the engineer. This location will be within 10 miles of the project location.

39.C-3 PAYMENT

The contract item for rumble strip is measured by the station along the length of the rumble strip without deductions for gaps between indentions.

The contract price paid for rumble strips includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder and centerline rumble strips complete in place including removing and disposing of material from grinding as specified in these Special Provisions.

END OF SECTION

SECTION 40 CONCRETE PAVEMENT

Refer to Section 40, "Concrete Pavement" of the Standard Specifications. Section 40-1.04 "Payment" of the Standard Specifications is deleted.

END OF SECTION

SECTION 56 SIGNS

Refer to Section 56, "Signs" of the Standard Specifications and the provisions within this section. Provide and install roadside signs as shown.

56.A MATERIALS

56.A-1 SIGN PANEL

Sign panels shall be Type IX (diamond grade cubed) material with 3M #1160 anti-graffiti film or approved equal, and of the standard size signs.

All yellow and orange signs shall be fluorescent in color. All stop signs shall be a minimum of 30 inches.

Panels shall be fastened using galvanized steel rivets.

56.A-2 METAL POSTS

Metal sign posts shall be 2" square galvanized, perforated (telespar) tubular steel, with 12 gauge wall thickness. Post shall include an anchor and a sleeve assembly for a total of 3 pieces. The installation shall include an anchor and sleeve assembly system consisting of two pieces, heavy-duty, tubular, square sleeve with 12 gauge wall thickness. The sleeve must fit tightly over the anchor and post. Anchor segments must be 30" in length +/- 3". Sleeves must be 18" in length minimum.

Sign posts shall be properly installed in the ground using the manufacture's recommended method and as shown. The depth and length of post and anchor assembly shall be as shown on the plans. The line between the center of the top of a post and the center of a post at the ground line shall be plumb within a tolerance of 0.2 foot in 10 feet. Sign posts shall be secured to anchor assemblies using a minimum of two (2) 3/8" steel drive rivets. No concrete shall be used in setting anchor sections or sign post.

Any post damaged during installation shall be replaced at the Contractor's expense.

All posts and hardware shall be furnished new.

END OF SECTION

SECTION 60 BUS SHELTER

60.A BUS SHELTER

The County has three bus shelters that are stored at the Public Works Corporation Yard, 9380 San Benito Ave., Gerber, CA. The contractor will be required to pick up, transport, make modifications and install the bus shelter where shown on the plans.

60.A-1 PICK UP

The contractor will coordinate the pick up of the bus shelters a minimum of 48-hours in advance of taking possession of the bus shelters. Once the contractor takes possession of the bus shelters from the County's Corporation Yard the contractor shall be solely responsible for the bus shelters until the bus shelters have been incorporated into the work and the end of the warranty period.

60.A-2 MODIFICATIONS

Modifications will include the removal of existing glass panels and fabrication and installation of perforated steel, black powder coated panels.

60.A-2.a

The panels must be perforated steel with 1/4" inch holes on 3/8" inch centers. Panels must have a black polyester powder coat finish so that no exposed surface area that could be susceptible to rust. Perforated steel panels must be 12 gauge thicknesses.

60.A-2.b

Existing Hardware on shelter can be used to install panels. Any additional hardware needed to install panels will be provided by contractor and must be rustproof.

60.A-2.c

Steel panels must be sufficiently secured to shelter to withstand wind and persons leaning against them.

60.A-2.d

Shelters may not be without panels for more than 24 hours.

60.A-2.e

Any damage to existing shelter due to removal of glass or installation of panels will be repaired by contractor.

60.A-3 PAYMENT

Payment for Bus Shelter shall be made per each installed as shown on the plans and provided in the bid quantities. The price paid for Bus Shelter shall include the cost for all materials, tools and labor necessary to pick up, transport, make modifications to and install the bus shelter complete and in place where shown on the plans. No other compensation will be allowed.

END OF SECTION

SECTION 66 CORRUGATED METAL PIPE

Refer to Section 66, "Corrugated Metal Pipe" of the Standard Specifications and the provisions in this section.

66.A CORRUGATED METAL ARCH PIPE

66.A-1 MATERIAL

Corrugated Metal Pipe shall be 0.064-inch min. (16 guage) thick, zinc-coated steel walls.

66.A-2 PAYMENT

Payment for Corrugated Metal Pipe shall be made by the linear foot for the sizes of pipe as shown on the plans and provided in the bid quantities. The price paid for Corrugated Metal Pipe shall be inclusive of coupling

bands, elbows, flared end sections, and all other tools, equipment and materials necessary to install the pipe as shown on the plans, complete and in place and no other compensation shall be allowed therefore.

END OF SECTION

SECTION 70 MISCELLANEOUS DRAINAGE FACILITIES

Refer to Section 70 “Miscellaneous Drainage Facilities” of the Standard Specifications.

70.A FLARED END SECTIONS

Refer to Section 70-5.02 “Flared End Sections” of the Standard Specifications.

70.A-1 PAYMENT

Payment for the materials and installation of Flared End Sections shall be included in the cost for other items of work and no other compensation shall be made.

END OF SECTION

SECTION 72 SLOPE PROTECTION

Refer to Section 72 “Slope Protection” of the Standard Specifications.

72.A ROCK SLOPE PROTECTION

In conformance with Section 47-2.02A of the Standard Provisions, Rock Slope Protection shall be placed at pipe outlet(s) and other locations as shown on the plans. Rock slope protection shall comply with minimum No. 3 Facing rock class gradation, and construction shall comply with Placement Method B.

72.A-1 PAYMENT

Payment for Rock Slope Protection shall be measured and paid for by the cubic yard and shall include all materials, tools and labor necessary to complete and in place and no other compensation shall be made.

END OF SECTION

SECTION 73 CONCRETE

Refer to Section 90, “Concrete” of the Standard Specifications.

73.A MINOR CONCRETE

Attention is directed to Section 90-2 “Minor Concrete” of the Standard Specifications.

SECTION 80 FENCES

Refer to Section 80, “Fences” of the Standard Specifications and the following provisions.

Replace cedar fence in-kind at property 004-100-25 with 6’ tall cedar fence.

80.A BARBED WIRE AND WIRE MESH FENCES

80.A-1 MATERIALS

Posts must be treated wood for barbed wire or woven wire fences where shown on the plans

END OF SECTION

SECTION 82 MARKERS AND DELINEATORS

Refer to Section 82, “Markers and Delineators” of the Standard Specifications.

END OF SECTION

SECTION 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Refer to Section 84, “Traffic Stripes and Pavement Markings” of the Standard Specifications and the provisions within this section.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH 02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359 99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m 2 lx 1. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m 2 lx 1. Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be Extruded Thermoplastic and shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Table 6: Thermoplastic Thickness and Application Rate

Minimum Stripe Thickness (inch)	Minimum Marking Thickness (inch)
0.100	0.120

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern

84.A PAYMENT

Refer to Section 84-2.04, “Payment” of the Standard Specifications.

Replace the 1st paragraph in Section 84-2.04 with:

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as two (2) traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

END OF SECTION

SECTION 88 GEOSYNTHETICS

Refer to Section 88, “Geosynthetics” of the Standard Specifications.

88.A GENERAL

Add to section 88-1.01C:

Geosynthetics must be on the DataMine list for geotextiles and geosynthetics at the National Transportation Product Evaluation Program Web site. The product name, manufacturing source, and date of manufacture must be printed every 5 meters along the edge of the material.

Exceptions are:

1. Paving mat
2. Paving grid, Class 2 and 3

3. Biaxial geogrid

Geosynthetic paving fabric interlayer shall comply with Section 88-1.02J. Refer to Section 39 of these Special Provisions for more information.

88.B SILT FENCE FABRIC

Refer to Section 88-1.02E, "Silt Fence Fabric" of the Standard Specifications.

Replace the value for permittivity of woven fabric in the table in the 1st paragraph of section 88-1.02E with:

0.05

Replace the value for apparent size opening of nonwoven fabric in the table in the 1st paragraph of section 88-1.02E with:

0.012

END OF SECTION

SECTION 92 ASPHALTS

Refer to Section 92, "Asphalts" of the Standard Specifications.

Replace "Reserved" in section 92-1.01B with:

modified asphalt binder: Asphalt binder modified with polymers, crumb rubber, or both.

Replace the row for dynamic shear for original binder in the table in the 1st paragraph of section 92-1.02B with:

DYNAMIC SHEAR, Test temperature at 10 rad/s, °C min G*/sin(delta), kPa max G*/sin(delta), kPa	T 315	58 1.00 2.00	64 1.00 2.00	64 1.00 2.00	64 1.00 2.00	70 1.00 2.00
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19-13 RSS

Replaced 2nd paragraph of section 92-1.02B with:

PG modified asphalt binder must comply with the requirements shown in the following table:

PG Modified Asphalt Binder				
Property	AASHTO Test Method	Grade		
		PG 58–34 M	PG 64–28 M	PG 76–22 M
Original Binder				
Flash point, min °C	T 48	230	230	230
Solubility, min %	T 44 ^a	97.5	97.5	97.5 ^b
Viscosity at 135 °C ^c , max, Pa·s	T 316	3.0	3.0	3.0
Dynamic shear, Test temperature at 10 rad/s, °C min G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO test ^d , Mass loss, max, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				

Dynamic shear, Test temperature at 10 rad/s, °C min $G^*/\sin(\delta)$, kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic shear, Test temperature at 10 rad/s, °C max (δ) , degree	T 315	80°	80°	80°
Elastic recovery ^f , Test temperature °C min recovery, %	T 301	25 75	25 75	25 65
PAV ^g , temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic shear, Test temperature at 10 rad/s, °C max $G^*\sin(\delta)$, kPa	T 315	16 5000	22 5000	31 5000
Creep stiffness, Test temperature, °C max S-value, MPa min M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

^aThe Department allows ASTM D 5546 or ASTM D 7753 instead of AASHTO T 44. Particles recovered from ASTM D 5546 or ASTM D 7753 or AASHTO T 44 must be less than 250 μm .

^bReport only for spray application.

^cThe Engineer waives this specification if the supplier provides written certification the asphalt can be adequately pumped and mixed at temperatures meeting applicable safety standards.

^d"RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM D 2872. The residue from mass change determination may be used for other tests.

^eTest temperature is the temperature at which $G^*/\sin(\delta)$ is 2.2 kPa. A graph of $\log G^*/\sin(\delta)$ plotted against temperature may be used to determine the test temperature when $G^*/\sin(\delta)$ is 2.2 kPa. A graph of (δ) versus temperature may be used to determine δ at the temperature when $G^*/\sin(\delta)$ is 2.2 kPa. The graph must have at least two points that envelope $G^*/\sin(\delta)$ of 2.2 kPa and the test temperature must not be more than 6 degree C apart. The Engineer also accepts direct measurement of (δ) at the temperature when $G^*/\sin(\delta)$ is 2.2 kPa.

^fTests without a force ductility clamp may be performed.

^g"PAV" means "Pressure Aging Vessel."

Do not modify PG modified asphalt binder using polyphosphoric acid.

Crumb rubber must be from automobile and truck tires and must be free from contaminants including fabric, metal, minerals, and other nonrubber substances.

PG modified asphalt binder modified with crumb rubber must be homogeneous and must not contain visible particles of crumb rubber.

The supplier of PG modified asphalt binder modified with crumb rubber must:

1. Report the amount of crumb rubber by weight of asphalt binder
2. Certify a minimum of 10 percent of crumb rubber by weight of asphalt binder

END OF SECTION

SECTION 93 LIQUID ASPHALTS

Refer to Section 93, "Liquid Asphalts" of the Standard Specifications.

Replace "Celsius" the 1st row in the table in the 8th paragraph of section 93-1.04 with:

Fahrenheit

END OF SECTION

SECTION 94 ASPHALTIC EMULSIONS

Refer to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

END OF SECTION

END OF SPECIAL PROVISIONS

For Reference Only-Not for Bidding Purposes

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For Reference Only-Not for Bidding Purposes

(Because some colored inks will not reproduce in copy machines, please use **black ink** to complete this Bid.)

(DO NOT DETACH)

BID TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

COUNTY PROJECT NUMBER: 215391

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 Bid is submitted is for construction in accordance with the Special Provisions (including the payment of not less not less than the higher of (1) the State general prevailing wage rates, or (2) the rates specified by the Federal Secretary of Labor), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications dated 2010 and the Standard Plans for Construction dated 2010 of the California Department of Transportation, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are dated **October 2014** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT**

FOR CONSTRUCTION ON:

BOWMAN ROAD SAFE ROUTES TO SCHOOL

**BOWMAN ROAD BETWEEN SEBASTIAN COURT AND EVERGREEN MIDDLE SCHOOL, AND THE
INTERSECTIONS OF STARR RD., KEEPER WAY AND RORY LN., TEHAMA COUNTY, CALIFORNIA**

COUNTY PROJECT NUMBER: 215391

The project plans for the work to be done were approved **October 28, 2014** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR**

BOWMAN ROAD SAFE ROUTES TO SCHOOL

COUNTY PROJECT NUMBER: 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

For Reference Only-Not for Bidding Purposes

The contract, if awarded, will be awarded to the responsive and responsible bidder who submitted the lowest BASE BID as determined by the method set forth in Public Contract Code section 20103.8, subdivision (c), which provides that: The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

Bids will be evaluated to determine the lowest bidder in the following manner: Bids will be compared starting with the BASE BID. If the BASE BID is less than the specified Funding Amount, then BASE BID plus Additive Alternate will be compared.

The Lowest Bidder will be determined as the contractor who has the lowest price of the BASE BID or the BASE BID plus Additive Alternate within the specified amount of funding.

Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total BASE BID price, payable to the County of Tehama.

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 Tehama's 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. Cents 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 Tehama, and that discretion will be exercised in the manner deemed by the County of Tehama to best protect the public interest in the prompt

and economical completion of the work. The decision of the County of Tehama respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this Bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the section entitled "Contract Bonds", in Section 3 of the Special Provisions, with surety satisfactory to the County of Tehama, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tehama that the contract has been awarded, the County of Tehama may, at its option, determine that the bidder has abandoned the contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the County of Tehama.

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid 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 Bid is accepted, that he will contract with the County of Tehama, 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:

For Reference Only-Not for Bidding Purposes

BID ITEM LIST

Item No.	Section Reference	Item Description	Units of Measure	Quantity	Unit Price	Amount
1	9-1.16D	Mobilization	LS	1		
2	12	Traffic Control	LS	1		
3	9-1.16D	Erosion Control (hydroseed)	SF	15,500		
4	16	Clearing, Grubbing	LS	1		
5	15.A	Remove Fence	LF	2,690		
6	19	Import Borrow	CY	380		
7	19	Roadway Excavation	CY	1,270		
8	66	12" CMP Culvert	LF	123		
9	66	18" CMP Culvert	LF	230		
10	66	35" X 24" CMP Arch Culvert	LF	310		
11	72	Rock Slope Protection	CY	9		
12	73	Sack Concrete Headwall	EA	1		
13	26	Aggregate Base-Class 2	TON	2,235		
14	39	Hot Mix Asphalt (Type A)	TON	642		
15	15.G	Mail Box Relocation	EA	6		
16	73	Detectable Warning Surface	SF	216		
17	84	Thermoplastic Pavement Markings	SF	629		
18	60	Bus Shelter	EA	3		
19	56	Install bike path signs	EA	30		
20	80	Install Field Fence	LF	2,815		
21	80	Install Cedar Fence	LF	190		
22	20	Landscaping	LS	1		
BASE BID TOTAL = \$						
ADDITIVE ALTERNATE						
21	39	Hot Mix Asphalt (Type A)	TON	90		
22	26	Aggregate Base-Class 2	TON	376		
23	19	Import Borrow	CY	29		
24	19	Roadway Excavation	CY	216		
25	66	12" CMP Culvert	LF	26		
26	9-1.16D	Erosion Control (hydroseed)	SF	3,600		
27	72	Rock Slope Protection	CY	1		
BASE BID TOTAL = \$						

For Reference Only-Not for Bidding Purposes

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

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.

For Reference Only-Not for Bidding Purposes

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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 Bid. Signing this Bid 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 accordance 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. Provide additional pages as needed.

PUBLIC CONTRACT CODE 10232 STATEMENT

In accordance 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.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

NONCOLLUSION AFFIDAVIT

(TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106)

TO THE COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of 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.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

For Reference Only-Not for Bidding Purposes

BID SIGNATURE PAGE

Accompanying this Bid is _____ in amount equal to at least ten percent (10%) of the total of the bid.

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK","CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

The names of all persons interested in the foregoing Bid 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 co-partnership, 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 accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Bid is submitted with respect to the changes to the contract included in addenda number/s

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

By my signature on this Bid 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 Bid 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:

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, _____ as Principal, and _____ as Surety are bound unto the County of Tehama, State of California, hereafter called "County", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS the Principal is submitting a bid to the County for certain construction specifically described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

BOWMAN ROAD SAFE ROUTES TO SCHOOL

BOWMAN ROAD BETWEEN SEBASTIAN COURT AND EVERGREEN MIDDLE SCHOOL, AND THE INTERSECTIONS OF STARR RD., KEEPER WAY AND RORY LN., TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT # 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

for which bids are to be opened at the County Department of Public Works office, in Gerber, California, at **3:00PM**, (PST) on November 12, 2014.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the County; one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required 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 County and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including attorney's fee to be fixed by the Court.

Dated: _____, 20_____

(SEAL)

Bidder

By:

Principal

Surety

By:

Attorney-in-fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of SS

On this _____ day of _____ in the year 20_____ before
me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

For Reference Only-Not for Bidding Purposes

**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

OWNER-CONTRACTOR AGREEMENT

COUNTY PROJECT NUMBER: 215391

ROAD AGREEMENT #: _____

THIS AGREEMENT, made and concluded, in triplicate, on _____ between the County of Tehama, hereinafter called "County", and _____, hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions and Project Plans described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated May 2010 and the Standard Plans for Construction, dated 2010 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are dated **October 2014** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND PROPOSAL,
FOR CONSTRUCTION ON:**

BOWMAN ROAD SAFE ROUTES TO SCHOOL

**BOWMAN ROAD BETWEEN SEBASTIAN COURT AND EVERGREEN MIDDLE SCHOOL, AND THE
INTERSECTIONS OF STARR RD., KEEPER WAY AND RORY LN., TEHAMA COUNTY, CALIFORNIA**

COUNTY PROJECT NUMBER: 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

The project plans for the work to be done were approved **October 28, 2014** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR**

BOWMAN ROAD SAFE ROUTES TO SCHOOL

COUNTY PROJECT NUMBER: 215391

ARTICLE II.-- The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

BID ITEM LIST

**Bid Item List Completed
at Award of Contract**

For Reference Only-Not for Bidding Purposes

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IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

COUNTY OF TEHAMA
STATE OF CALIFORNIA

(SEAL)

Chairperson
Board of Supervisors

Date

CONTRACTOR

(SEAL)

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.: _____

Federal ID No. _____

DUNS Number (if applicable): _____

Approved as to Form:

Arthur Wylene, County Counsel

Date

For Reference Only-Not for Bidding Purposes

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(PAYMENT BOND TO ACCOMPANY CONTRACT) (SECTION 3247, CIVIL CODE)

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, The County of Tehama, has awarded to _____ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

BOWMAN ROAD SAFE ROUTES TO SCHOOL

BOWMAN ROAD BETWEEN SEBASTIAN COURT AND EVERGREEN MIDDLE SCHOOL, AND THE INTERSECTIONS OF STARR RD., KEEPER WAY AND RORY LN., TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT NUMBER: 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the bid amount, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of

_____ for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, his or its heirs, executors, administrators, successors or assigns, or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

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

Dated: _____, 20_____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Surety (SEAL)

By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,
personally appeared _____, personally known to me (or proved
to me _____
Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-
fact of _____ and acknowledged to me that he/she
subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

Notary Public

For Reference Only-Not for Bidding Purposes

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(PERFORMANCE BOND TO ACCOMPANY CONTRACT)

BOND NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The County of Tehama has awarded _____ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:
BOWMAN ROAD SAFE ROUTES TO SCHOOL**

BOWMAN ROAD BETWEEN SEBASTIAN COURT AND EVERGREEN MIDDLE SCHOOL, AND THE INTERSECTIONS OF STARR RD., KEEPER WAY AND RORY LN., TEHAMA COUNTY, CALIFORNIA

COUNTY PROJECT NUMBER: 215391

STATE PROJECT NUMBER: SR2SL 5908(077)

WHEREAS, The Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the bid amount, guaranteeing the faithful performance thereof:

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the County of Tehama in the sum of _____ to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Tehama, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

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

For Reference Only-Not for Bidding Purposes

CERTIFICATE OF ACKNOWLEDGMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20__ before me _____,

A notary public in and for the City / County of _____ personally
appeared _____, Known to me to be the person whose

Attorney-in-fact

name is subscribed to this instrument as the Attorney-in-fact of _____
and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name
as Attorney-in-fact.

(SEAL)

Notary Public

For Reference Only-Not for Bidding Purposes