



**Resource Management
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: October 6, 2020

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: Authorization to Bid the East Orange Avenue Pedestrian Crossing Enhancements Project

REQUEST(S):
That the Board of Supervisors:

1. Approve the Plans, Special Provisions, Proposal and Contract (“Bid Documents”) for the construction of the East Orange Avenue Pedestrian Crossing Enhancements Project, in the community of East Porterville; and
2. Authorize the Chair of the Board of Supervisors to sign the Plans; and
3. Approve the advertisement of bids for the East Orange Avenue Pedestrian Crossing Enhancements Project; and
4. Adopt the Categorical Exemption prepared pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines General Rule Exemption per Section 15300.4 Application by Public Agencies and Section 15301 Existing Facilities, respectively, for the East Orange Avenue Pedestrian Crossing Enhancements Project; and
5. Authorize the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk-Recorder.

SUMMARY:
Tulare County is the lead agency for the design and construction of the East Orange Avenue Pedestrian Crossing Enhancements Project (the Project) located in the unincorporated community of East Porterville. The Project is funded through Cycle 9 of the Highway Safety Improvement Program (HSIP). The HSIP is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on public roadways. This program is administered by Caltrans and is funded at a 90% federal share with a 10% local match requirement.

SUBJECT: Authorization to Bid the East Orange Avenue Pedestrian Crossing Enhancements Project

DATE: October 6, 2020

The Project consist of safety improvements at the midblock pedestrian crossing along East Orange Avenue located directly adjacent to the John J. Doyle Elementary School entrance and bus drop off area. The scope of work includes the installation of solar powered rectangular rapid flashing beacons (RRFBs), advance flashing beacons, ADA Ramps, minor paving, and related improvements (signing/stripping, etc.). Improvements to the pedestrian crossing will result in improved visibility for motorists approaching the pedestrian crossing, accommodations for persons with disabilities, and increase the safety for pedestrians using the crossing.

Staff worked with Porterville Unified School District to secure a temporary construction easement that is needed to accommodate the improvements and have a smooth transition to the existing on-site pedestrian facilities.

In accordance with the California Environmental Quality Act (CEQA), the County has also determined that two categorical exemptions are applicable to the proposed action: State CEQA Guidelines (14 Cal. Code Regs.) Section 15300.4 Application by Public Agencies and Section 15301 Existing Facilities.

The Plans and Specifications for the Project are complete and ready to be approved by the Board of Supervisors.

Construction is anticipated to begin in winter of 2021.

FISCAL IMPACT/FINANCING:

No net County cost to the General Fund.

This project was programmed in the 2019/2020 County Transportation Improvement Program (19/20 CTIP). Tulare County was awarded funding in the amount of \$203,580 though Cycle 9 of the HSIP for the design, right-of-way, and construction phases of the Project. Funding for the Project includes HSIP and County Road Funds budgeted for this project. A summary of the total project cost and funding sources for the Project are as follows:

Engineering Design/ROW:	\$65,000
Estimated Construction (Including Contingency):	\$164,738
Construction Engineering:	\$25,000
<hr/>	
Total:	\$254,738
Funding Sources are as follows:	
HSIP Funds:	\$203,580
County Road Funds (Match Requirement):	\$22,620
County Road Funds (Additional):	\$28,538
<hr/>	
Total:	\$254,738

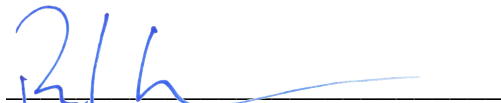
SUBJECT: Authorization to Bid the East Orange Avenue Pedestrian Crossing Enhancements Project

DATE: October 6, 2020

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the users of this facility.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A – Vicinity Map
Attachment B – Notice of Exemption
Attachment C – Bid Documents

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZATION TO) Resolution No. _____
BID THE EAST ORANGE AVENUE)
PEDESTRIAN CROSSING)
ENHANCEMENTS PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 6, 2020, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

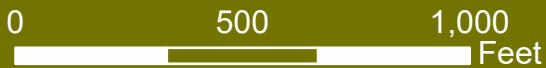
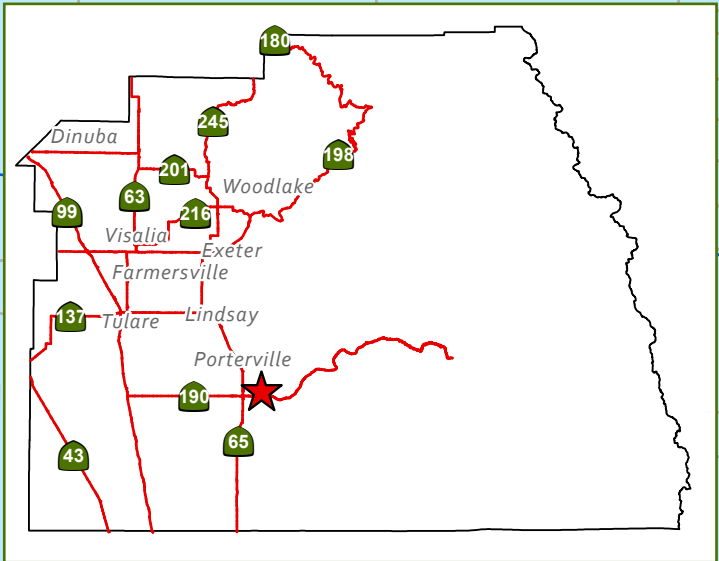
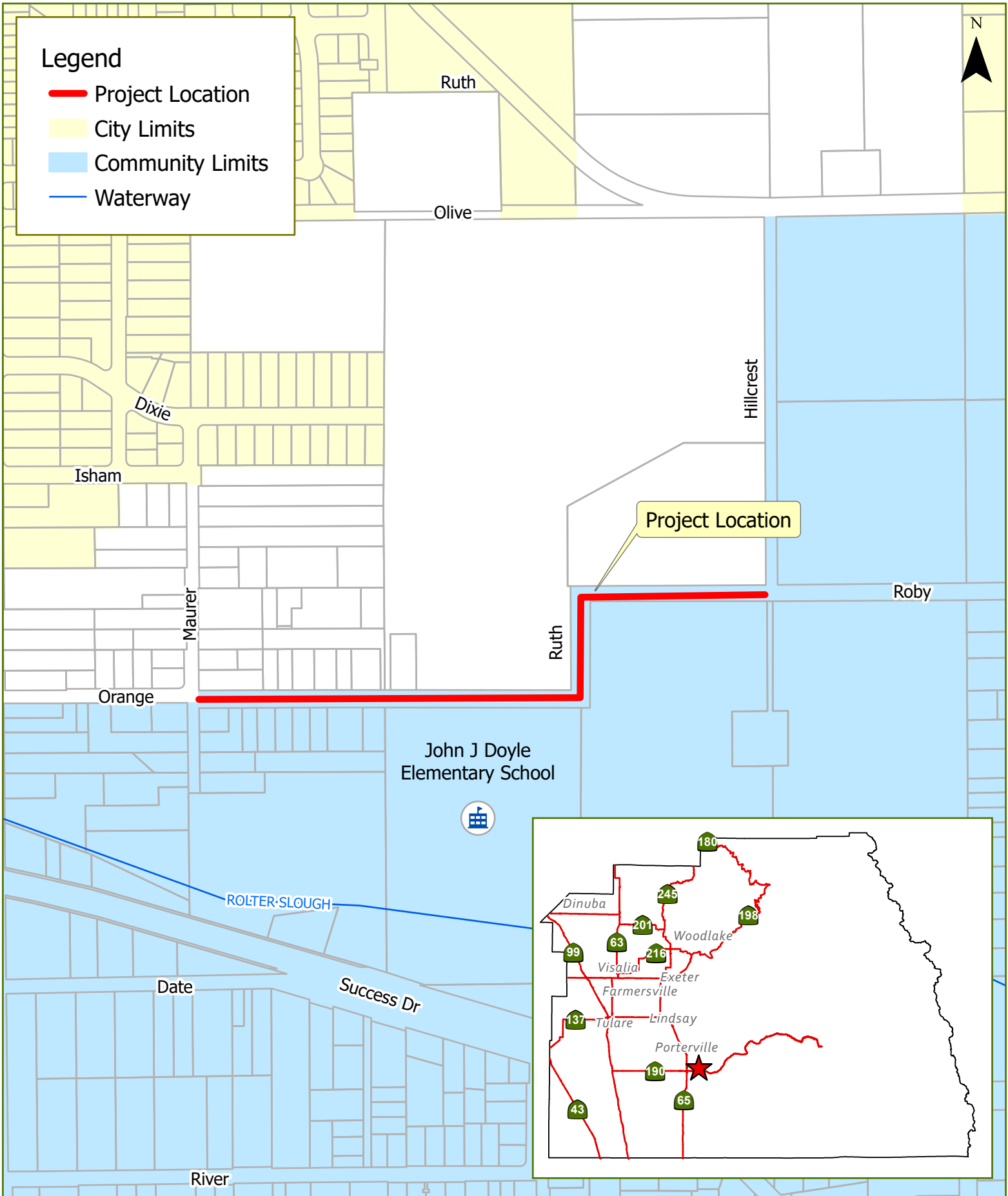
1. Approved the Plans, Special Provisions, Proposal and Contract ("Bid Documents") for the construction of the East Orange Avenue Pedestrian Crossing Enhancements Project, in the community of East Porterville; and
2. Authorized the Chair of the Board of Supervisors to sign the Plans; and
3. Approved the advertisement of bids for the East Orange Avenue Pedestrian Crossing Enhancements Project; and
4. Adopted the Categorical Exemption prepared pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines General Rule Exemption per Section 15300.4 Application by Public Agencies and Section 15301 Existing Facilities, respectively, for the East Orange Avenue Pedestrian Crossing Enhancements Project; and
5. Authorized the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk-Recorder.

Attachment A

Vicinity Map

Legend

- Project Location
- City Limits
- Community Limits
- Waterway



Attachment B

Notice of Exemption

Notice of Exemption

Fee Exempt per Government Code Section 6103

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Tulare County Clerk
Room 105, Courthouse
221 South Mooney Boulevard
Visalia, CA 93291

Lead Agency: Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, Ca 93277 Ph: (559) 624-7000
Attn: hguerra@co.tulare.ca.us

Applicant(s): Tulare County Public Works
5961 South Mooney Boulevard
Visalia, CA 93277 Ph: (559) 624-7000

Dated filed at Tulare County Clerk's Office

Project Title: John Doyle Elementary Pedestrian Improvements Project

Project Location - Specific: Porterville, CA – East Orange Ave.

Project Location- Section, Township, Range: N/A

Project Location - City: East of Porterville, CA **Project Location - County:** Tulare

Description of Nature, Purpose, and Beneficiaries of Project: The project consists of safety improvements at the midblock pedestrian crossing along East Orange Ave, between S. Maurer St and E. Roby St, in East Porterville, CA. The project includes the installation of a pedestrian crosswalk, two ADA ramp facilities within project limits, installation of a rectangular rapid flashing beacon system and related improvements (signing/stripping, etc.). The project also includes the use of a temporary construction easement to accommodate the installation of one of the ADA curb ramp at the pedestrian crossing. Construction activities will include roadway excavation, placement of aggregate base and pavement, and signing/stripping installations. Construction is anticipated to begin during the 1st Quarter of 2021.

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- General Rule: CEQA guidelines 15061 (b)(3)
- Categorical Exemption: **CEQA Guidelines Class 1 Section 15301 Existing Facilities (c)**
- Statutory Exemptions:

Reasons why project is exempt: This action is consistent with Section 15301 Class 1, Existing Facilities (c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. Also, consistent with Section 15300.4, Application by Public Agencies, the County of Tulare Board of Supervisors adopted an exemption for the construction of the aforementioned facilities per the Tulare County Guidelines for the Implementation of California Environmental Quality Act of 1970, Section 300 (c)(14). Therefore, the application of CEQA Section 15301 and Tulare County Guidelines for the Implementation of CEQA of 1970, Section 300 (c)(14) are applicable and appropriate for this project.

Name of Public Agency Approving Project: County of Tulare, Resource Management Agency

Project Planner/Representative: Reed Schenke, Director **Area Code/Telephone:** 559-624-7142

Signature: _____ Date: _____ Title: Chief Environmental Planner
Hector Guerra

Signature: _____ Date: _____ Title: Environmental Assessment Officer
Reed Schenke, P.E. Director

Signed by Lead Agency

Date received for filing at OPR: N/A

Attachment C

Bid Documents

Book No: ____

COUNTY OF TULARE

STATE OF CALIFORNIA



**SPECIAL PROVISIONS,
BID AND CONTRACT**

FOR CONSTRUCTION OF

**EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**

FUNDED BY:

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

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COUNTY OF TULARE
STATE OF CALIFORNIA
**SPECIAL PROVISIONS,
BID AND CONTRACT**
FOR CONSTRUCTION OF
**EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**

FUNDED BY:
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

APPROVED: _____ DATE: _____
Reed Schenke, P.E.
Director
Tulare County Resource Management Agency

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY
OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED ENGINEER:

SIGNED: _____ DATE: _____
Michael J. Winton, P.E.
Project Engineer
Tulare County Resource Management Agency



For use in connection with the 2018 Standard Specifications
of the Department of Transportation of the State of California

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SPECIAL NOTICES

- See Sections 2 and 3 for Contractor's registration requirements.
- See Section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.
- For local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, you must submit a local material plan and analytical test results for pH, lead, and other constituents for each site. See Section 6-1.03B(1) for the specifications.
- This project is exempt from Indirect Source Rule (ISR) and a Dust Control Plan is not required.
- This is a building-construction federal-aid project. You must perform at least 30 percent of the value of the total bid with your own forces. See Section 5-1.13.
- The schedules for the submittal of DBE forms have been revised. See Section 2-1.33 for the submittal schedules.

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SPECIAL PROVISIONS

FOR CONSTRUCTION OF
EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS

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PROJECT PLANS (REDUCED SIZE – 11x17).....	ATTACHMENT

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COUNTY OF TULARE
STATE OF CALIFORNIA

NOTICE TO BIDDERS

Completed, signed, sealed Bid for the work shown on the plans entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS
HSIPL-5946(187)

will be received at the office of the Clerk of the Board of Supervisors, Administration Building, County Civic Center, 2800 West Burrel Avenue, Visalia, California, 93291, until **2:00 pm on Wednesday, November 11, 2020. COVID-19 ADVISORY:** Due to the ongoing efforts being made to mitigate the spread of COVID-19, bids may be submitted via mail, and it shall be bidder's responsibility to ensure bids are received by the Clerk of the Board prior to the time listed above. Bids may also be dropped off at the above listed address, bidders will have to call the front desk at (559) 636-5000 to have staff open the front door to accept the sealed bid packets. The bid opening will be closed to the public but will be broadcasted via Zoom video conferencing. The meeting can be accessed at <https://tularecounty-ca.zoom.us/j/8619346438>, the Meeting ID is 861 934 6438.

General work description: The work to be done consists, in general, of pedestrian crossing enhancements, including the installation of curb & gutter, sidewalk, accessible curb ramps, RRFB system and advance warning flashing beacons at the midblock crossing along East Orange Avenue and related striping/signing improvements between S. Maurer St and S. Hillcrest St. Other items or details not mentioned herein that are required by the plans, Standard Specifications or these Special Provisions shall be performed, constructed, furnished or installed. Bidders may visit the project site.

This project is off of the Federal Highway System.

This project is a Federal Aid project with an estimated project cost of approximately \$149,762.

The contract will be awarded to the responsible bidder submitting the lowest priced responsive bid.

The Project is to be completed within Thirty (30) working days from the date to be established in the NOTICE TO PROCEED. The Contract includes provisions for Liquidated Damages if the Project is not timely completed.

The County establishes a DBE Contract goal of 11%.

Prospective bid holders must be listed on the planholders list to receive electronic copies of Plans, Specifications, and Bid forms (official bid documents). To be added to the planholders list, contact the Resource Management Agency – Permit Center at (559) 624-7000; Office Hours 9:00 AM – 4:30 PM Mon-Thurs; 9:00AM – 11:00 AM Fri. Once prospective bidders have been added to the planholders list, the official bid documents will be provided via email. There are no fees for the official bid. An unofficial set of Plans, Specifications, and other project information is available for download at the County's website at the following address:

<https://tularecounty.ca.gov/rma/index.cfm/rma-at-work/request-for-bid-proposals-construction-projects/>

FOLLOW THESE INSTRUCTIONS: Bidder shall print the "Bid" Section from this Special Provisions package, from the official copy obtained through the County, upon being listed on the official Plan Holders List. Complete all required forms and exhibits and submit unbound/unstapled originals at the location described above.

To be considered a plan holder and to receive any addendum, bidders must obtain a set of plans, specifications and Bid forms from the Resource Management Agency, and be listed on the planholders list. Bidders must be on the planholders list for their bid to be considered responsive. All addendums, prebid meeting minutes, bid clarifications, planholders list, and relevant information will be available at the County's website as mentioned above. Addendums will also be provided to contractors on the planholders list via the information provided by the contractor on the planholders list. Bid results will be posted on the County website within two working days of the bid opening.

Technical questions should be directed in writing to Michael J. Winton, P.E. at the Resource Management Agency, 5961 S. Mooney Blvd, Visalia CA 93277 or at MWinton@co.tulare.ca.us. **No questions shall be accepted within five (5) working days of the bid opening (Questions shall be received by 5:00 pm Wednesday, November 4, 2020).** All questions and responses will be continuously posted on the County website.

Before submitting a bid, bidders shall carefully examine the Plans and Specifications, and related documents, visit the site of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the work.

A prebid meeting is scheduled for 2:00 pm Tuesday, November 3, 2020. This meeting will be held via Zoom video conferencing. The meeting can be accessed at <https://tularecounty-ca.zoom.us/j/8619346438>, the Meeting ID is 861 934 6438. The meeting is not mandatory, but bidders are encouraged to attend. The bidder awarded the contract may need to obtain permits, licenses, or enter into other agreements to prosecute the work. Bidders are advised that, unless otherwise stated, the contract price will be full compensation for all required work and no additional compensation will be allowed. If the bidder must obtain permits, licenses, contracts or other services to prosecute the work, the bidder will pay the cost of those items and no other compensation will be paid by the County.

Bids are required for the entire work described herein. Each Bid shall be accompanied by bidder's security in the form of cash, a bidder's bond, or a certified check or cashier's check, in the amount of ten percent (10%) of the amount bid or the bid will be considered nonresponsive.

Bidders are advised that, as required by federal law, the County of Tulare is implementing new Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Section 2, "Bidding," under subsection title "Disadvantaged Business Enterprises (DBE)" and Section 5, "Control of Work" of these Special Provisions, cover the DBE requirements. The DBE Contract Goal is 11%.

The County of Tulare 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.

Contractor shall comply with the Title VI of the Civil Rights Act of 1964, and in accordance with said Act, no person on the grounds of race, color, sex or national origin, shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination under any service or activity in connection with the project.

Contractor shall comply with Title VII of the Civil Rights Act 1964, which prohibits discrimination against any employee on applicant for employment because of race, color, religion, sex or national origin.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT 1991. CONTRACTOR SHALL ALSO COMPLY WITH THE FOLLOWING FEDERAL CONTRACT REQUIREMENTS, THE PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE: FOREIGN TRADE RESTRICTIONS, DAVIS BACON ACT, AFFIRMATIVE ACTION, GOVERNMENT-WIDE DEBARMENT AND SUSPENSIONS, AND THE GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE.

At the time the contract is awarded, you shall possess a current valid California Class A Contractor's license.

A contractor or subcontractor shall not be qualified to bid on, be listed in a Bid (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for this project, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The successful bidder must provide the performance bond, payment bond, workers compensation certificate, and liability insurance policy required by the Special Provisions and contract. Two million dollars (\$2,000,000) liability coverage is required for this project.

Substitution of securities for any moneys withheld shall be permitted pursuant to Public Contract Code section 10263. This project is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done, have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, are on file at Resource Management Agency-Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277 and will be made available to any interested person on request. Also, the General Prevailing Wage Rates for this project, are made available on the County public works website (see link on the previous page) and the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/DLSR/PWD>. Contractor shall be responsible to post the general prevailing wage rates at a prominent place at the job site in accordance to section 7-1.02K(2) of the Caltrans Standard Specifications. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed in the Special Provisions.

Attention is directed to the Federal minimum wage rate requirements in the section entitled "Bid and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, you and your subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by you and your subcontractors, you and your subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

AB 626, approved by the Governor of the State of California on September 29, 2016, created a new Public Contract Code section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project Please review the language of the "Public Contract Code Section 9204 Statement" in the Proposal.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

You shall be responsible for compliance by all subcontractors with Labor Code section 1776.

For the Federal training program per Section 7-1.11D, the number of trainees or apprentices is **0**.

All bidders are invited to attend the bid opening per the link provided. The results of the bid opening will be reported to the Board of Supervisors at a scheduled meeting. The contract will be awarded in the manner and within the time periods provided in Section 3 of the Standard Specifications, Department of Transportation of the State of California, 2018 Edition, as amended by the project Special Provisions, unless the Board of Supervisors exercises its right to reject any or all bids. The Board of Supervisors reserves the right to deem any bid as non-responsive for any information crossed out from the bid packet including information completed by the manufacturer.

The Board of Supervisors reserves the right to reject any or all bids, and/or waive any informality in any bid, and/or determine in its discretion the responsibility of any bidder.

The Board of Supervisors further reserves the right to use County Forces, or to negotiate contracts, or both, to the extent authorized by the Public Contract Code.

By order of the Board of Supervisors.

JASON T. BRITT
County Administrative Officer/
Clerk, Board of Supervisors.

By Original Signed
Deputy

DRAFT

BID ITEMS AND APPLICABLE SECTIONS

Item No.	Bees Number	Item Description	Unit	Estimated Quantity	Section
1	999990	Mobilization	LS	1	9-1
2	050126A	Construction Staking	LS	1	5-1
3	070030	Lead Compliance Plan	LS	1	7-1
4	120090	Construction Area Signs	LS	1	12-3
5	120100	Traffic Control System	LS	1	12-4
6	130200	Prepare Water Pollution Control Program	LS	1	13-1
7	170103	Clearing and Grubbing	LS	1	17-2
8	220101	Finishing Roadway	LS	1	22
9(F)	190101	Roadway Excavation	CY	39	19-2
10(F)	260203	Class 2 Aggregate Base	CY	5	26
11	390132	Hot Mix Asphalt (Type A)	TON	10	39
12	390136	Minor Hot Mix Asphalt	TON	1	39
13	730010	Minor Concrete (Curb)	LF	19	73-2
14	731502	Minor Concrete (Vee Gutter)	SQFT	48	73-1
15	731504	Minor Concrete (Curb & Gutter)	LF	43	73-2
16	730100A	Minor Concrete (Modified Curb & Gutter)	LF	62	73-1
17	731516	Minor Concrete (Driveway Paveback)	SQFT	26	73-3
18	731519	Minor Concrete (Stamped Colored Concrete)	SQFT	22	73-4
19	731521	Minor Concrete (Sidewalk)	SQFT	1272	73-3
20	731623	Minor Concrete (Ramp)	EA	3	73-3
21	780500	Parking Bumper (Precast Concrete)	EA	1	78
22	820840	Roadside Sign One Post	EA	1	82
23	820250	Remove Roadside Sign	EA	5	82-9

Item No.	Bees Number	Item Description	Unit	Estimated Quantity	Section
24	840656	Paint Traffic Stripe (2-Coat)	LF	2255	84-2
25	840519	Thermoplastic Crosswalk and Pavement Marking	SQFT	373	84-2
26	846035	Remove Thermoplastic Pavement Marking	SQFT	252	84-9
27	870700	Flashing Beacon System	LS	1	87
28	870700A	Advanced Flashing Warning Sign	EA	2	87

(F)-Final Pay Item

DRAFT

TERM

INTERPRETATION

County	The County of Tulare, including its agencies, departments or divisions whose conduct or action is related to the work.
Transportation Laboratory or METS	Tulare County Resource Management Agency, except when used to identify a State form, document, or testing procedure.

The project plans for this project were approved October 6, 2020, and are entitled:

**STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF**

**EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**

The following documents will be supplied to you with the Notice to Proceed:

1. One complete set of full size (24"x36") Project Plans
2. One complete set of half size (11"x17") Project Plans
3. Two complete bid books including:
 - 3.1. Notice to Contractors
 - 3.2. Special Provisions
 - 3.3. Technical Specifications
 - 3.4. Bid
 - 3.5. Contract
4. One Compact Disk (CD) with Adobe PDF versions of full size and half size plans and Special Provisions, Bid and Contract.

No additional copies will be provided. Additional bid books, if available, may be purchased at twenty five dollars (\$25) per book.

Replace "holiday" and its definition in Section 1-1.07B with:

holiday: County legal holidays and every Sunday. When a holiday falls on a Sunday, it shall be observed on the following Monday.

Replace "South Coast Air Quality Management District" and attributes in Section 1-1.11 with:

Reference or agency or department unit	Website	Address	Telephone no.
San Joaquin Valley Air Pollution Control District (Central)	www.valleyair.org	1990 E. Gettysburg Avenue Fresno, CA 93726-0244	(559) 230-6000

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
050126A	Construction Staking	5
730100A	Minor Concrete (Modified Curb & Gutter)	73-1
870700A	Advanced Flashing Warning Sign	87

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2 BIDDING

Replace Section 2-1.06 with the following:

2-1.06 BID DOCUMENTS

2-1.06A General

The *Special Provisions, Bid and Contract (Bid book)* includes bid forms and certifications.

The *Special Provisions, Bid and Contract* and project plans may be purchased at the Resource Management Agency – Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277 and viewed at the County's Website:

<https://tularecounty.ca.gov/rma/index.cfm/rma-at-work/request-for-bid-proposals-construction-projects/>

The *Special Provisions, Bid and Contract* includes the *Notice to Bidders*, revised standard specifications, and Special Provisions.

The *Bid book, Special Provisions, Bid and Contract*, project plans, and any addenda to these documents may be accessed at the County Website.

2-1.06B Supplemental Project Information

The County makes supplemental information available as specified in the Special Provisions.

Logs of test borings are supplemental project information.

If an *Information Handout* or cross sections are available, you may view it at the County Website.

If other supplemental project information is available for inspection, you may view it by phoning in a request. Make your request at least 7 days before viewing. Include in your request:

1. Contract number
2. Viewing date
3. Contact information, including telephone number

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions, as approved by the Engineer.

Replace Section 2-1.10 with the following:

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Contract Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business
2. State contractor's license number
3. Department of Industrial Relations ("DIR") registration number
4. Portion of work it will perform, demonstrated by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed

- 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

Replace Section 2-1.12B and RSS 2-1.12B(2) with the following:

2-1.12B Disadvantaged Business Enterprise Goals

2-1.12B(1) General

Under 49 Code of Federal Regulations (CFR) section 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (46CFR part 26).

Section 2-1.12B applies if a DBE goal is shown on the *Notice to Bidders*.

The County shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR section 26.1 and to ensure equal participation of DBEs provided in 49 CFR section 26.5.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers, service providers, and truckers.

Meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as a DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program (CUCP), go to:

<https://ucp.dot.ca.gov/licenseForm.htm>

The DBE firm must be certified for the type of work listed on Exhibit 15-G Local Agency Bidder Commitment (Construction Contracts). DBE firms shall be considered certified only for the work classification codes listed on their California Unified Certification Program (CUCP) certification or as shown on the Caltrans DBE website listed above. Only certifications for work classifications obtained prior to bid opening will count toward DBE commitment goals.

Determine that the selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR sections 26.55(c)(1)–(4). Under 49 CFR sections 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts towards the goal in the following manner:

1. **100 percent counts** if the materials or supplies are obtained from a DBE manufacturer.
2. **60 percent counts** if the materials or supplies are obtained from a DBE regular dealer.
3. **Only fees, commissions, and charges** for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, nor a regular dealer. 49 CFR 26.55 defines "*manufacturer*" and "*regular dealer*."

You receive credit towards the goal if you employ a DBE trucking company, certified with the proper work classification code prior to bid opening, that performs a commercially useful function as defined in 49 CFR sections 26.55(d)(1) through (4) and (6). The County uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

2-1.12B(2) DBE Commitment Submittal

Submit DBE information under section 2-1.33.

Submit Exhibit 15-G Construction Contract DBE Commitment, included in the Bid, regardless of whether DBE participation is reported. **If the form (Exhibit 15-G) is not submitted with the bid and signed by the bidder, the bid shall be considered non-responsive.**

Submit written confirmation from each DBE stating that it is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the Contract. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement. Unlike the DBE Commitment form, Exhibit 15-G, if written confirmation is not submitted with the bid, it must be received by the Tulare County Resource Management Agency no later than 4:00 p.m. on the 4th business day after bid opening. Written confirmation shall be submitted by the apparent lowest bidder, the apparent second lowest bidder and the apparent third lowest bidder.

2-1.12B(3) DBE Good Faith Efforts Submittal

You must meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the Proposer/Contractor Good Faith Efforts form, Exhibit 15-H, with the bid showing that you made adequate good faith efforts to meet the goal. Submit Exhibit 12-B "Bidder's List of Subcontractors (DBE and Non-DBE) Part I & II" (in the Bid Proposal section) with the good faith efforts documentation. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Tulare County Resource Management Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

If good faith efforts documentation is not submitted within the specified time, no later than 4:00 p.m. on the 4th business day after bid opening, the bid will be considered non-responsive.

The County may consider DBE commitments from the other bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Only documentation provided with the Bid and/or with the bidder's good faith efforts submittal will be considered during the County's good faith efforts determination. If the County determines that the DBE participation goal was not met and that an adequate good faith effort to obtain DBE participation was not made, the bidder's Bid will be considered non-responsive. Bidders whose good faith efforts are determined to be inadequate will be offered an administrative reconsideration by an official not involved in the initial determination.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Replace "Reserved" in Section 2-1.13 with the following:

2-1.13 FEDERAL LOBBYING RESTRICTIONS

Title 31 United States Code section 1352 prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

Replace Section 2-1.33A with the following:

2-1.33A General

Print the *Bid Proposal (Bid) to the Board of Supervisors* section from this Special Provisions package and complete the forms.

Submit your forms to the Tulare County Board of Supervisors by mail or by delivery at the front desk before the bid opening time and date. The address of the Board of Supervisors is provided below:

2800 W Burrel Avenue, Visalia, CA 93291

Failure to submit the forms and information as specified may result in a nonresponsive bid.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the County either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

The County only accepts paper bid submittals in person or through mail as described in the Notice to Bidders. Place your completed forms inside a sealed paper envelope, and on the cover of the envelope, include:

1. Name of the contractor
2. Project title
3. Marked as a Bid
4. Bid opening date

Submit the enclosed Bid to the Clerk of the Board of Supervisors prior to bid opening.

Delete Section 2-1.33B Bid Form Submittal Schedules

Replace Section 2-1.34 with the following:

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10 percent (10%) of the bid:

1. Cash
2. Cashier's check

3. Certified check
4. Signed bidder's bond by an admitted surety insurer who is licensed in California

If using a bidder's bond, you must use the form in the *Bid*. Failure to do so will render your bid non-responsive.

Submit cash, cashier's check, certified check, or bidder's bond, to the Clerk of the Board of Supervisors before the bid opening time.

Replace Section 2-1.40 with the following:

2-1.40 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid. After the bid opening, you cannot withdraw a bid.

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3 CONTRACT AWARD AND EXECUTION

Replace all of Section 3 with:

3-1.01 AWARD OF CONTRACT

The Tulare County Board of Supervisors reserves the right to reject any or all Bids, or waive any or all discrepancies or failures in a Bid. The decision of the Tulare County Board of Supervisors regarding the amount of a bid, or existence or treatment of a discrepancy or failure in a bid will be final. The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose Bid complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the Bid. This period may be subject to an extension for such further period as may be agreed upon in writing between the Tulare County Board of Supervisors and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the County from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

The following failures are not waivable and will cause a bid to be considered non-responsive:

1. **Failure to sign the bid**
2. **Failure to furnish the required bid bond or equivalent as specified in 2-1.34 of the Special Provisions**
3. **Failure to include a total amount of the bid**
4. **Failure to submit a completed addenda certification statement**
5. **Failure to be listed on the planholders list**
6. **Failure to submit and sign the required DBE information**

The above list is not inclusive of all failures that the Tulare County Board of Supervisors will consider non-responsive. However, the Tulare County Board of Supervisors reserves the right to waive other types of discrepancies or failures. The Tulare County Board of Supervisors' decision or treatment regarding a bid will be final.

The contract must be signed by the successful bidder and returned together with the contract bonds and insurance certificates within **ten (10) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the County that the contract is scheduled for award by the Board of Supervisors.

3-1.02 BID PROTEST PROCEDURES

Bid Protests. Any bid protests must be in writing and received by County's Director – Public Works, Tulare County Resource Management Agency, 5961 S. Mooney Boulevard, Visalia, CA 93277, before 5:00 p.m. no later than two working days following the posting of the bid summary (the "Bid Protest Deadline") and must comply with the following requirements:

A. General. Only a bidder who has actually submitted a Bid is eligible to submit a bid protest against another bidder. Subcontractors and material suppliers are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. A bid protest against the bids of more than one bidder shall be considered as separate protests against each such bidder and will be separately considered. The protesting bidder must submit a non-refundable fee in the amount of \$750.00 per protest, based upon County's reasonable costs to administer the bid protest(s). Any such fees must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For

purposes of this Bid Protest Procedure, a “working day” means a day that County is open for normal business, and excludes weekends and holidays observed by County.

B. Protest Contents. Each bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder’s.

C. Copies to Protested Bidders. A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, by the protesting bidder to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest(s).

D. Response to Protest. The protested bidder may submit a written response to the protest, provided the response is received by County’s Director – Public Works, before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder’s.

E. Copies to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, by the protested bidder to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

F. Consideration of Protests. The Director – Public Works or his or her designee will inform the protesting and protested bidders in writing of the time and place that the Board of Supervisors will consider the protest(s).

G. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

H. Right to Award. The County Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

3-1.03 TIED BIDS

The County breaks a tied bid with a coin toss except:

1. If a small business bidder and a non–small business bidder request preferences and the reductions result in a tied bid, the County awards the contract to the small business bidder.
2. If a DBE small business bidder and a non-DBE small business bidder request preferences and the reduction results in a tied bid, the County awards the contract to the DBE small business bidder.

3-1.04 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3-1.05 BONDS

The awarded bidder must file with the signed contract, two bonds in the amount and for the purposes specified below. They must be surety bonds and must be issued by corporations duly and legally licensed to transact business in the State of California.

A Performance Bond must be furnished by the awarded bidder in the amount of one hundred percent (100%) of the contract price and must guarantee faithful performance of the contract and must insure the County during the life of the contract and for the term of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time. The awarded bidder must maintain the Performance Bond at its own expense.

A Payment Bond must be furnished by the awarded bidder in the amount of one hundred percent (100%) of the contract price and must guarantee the payment in full of all claims for labor and material in accordance with the provisions of Sections 9550-9566 of the Civil Code of the State of California. The life of the Payment Bond must extend to thirty (30) days after the notice of completion is recorded. The awarded bidder must maintain the Payment Bond at its own expense.

All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, must be issued by an admitted surety insurer. All bonds must be issued by the same admitted surety insurer. **All bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are in the form shown in these Special Provisions, and are underwritten by an admitted surety.**

An original or certified copy of the unrevoked appointment of an individual duly and currently designated as an attorney-in-fact for the surety must accompany the bid certifying an agent to issue the Performance Bond and the Payment Bond.

The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bonds. The bidder may be required to submit the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code section 173.

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Contract Code § 20103.5).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15).
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1).

The Contractor will have the required license until the project is completed.

3-1.07 DBE INFORMATION FORM

Complete and sign the *Local Agency Bidder DBE Commitment* form included in the contract documents regardless of whether no DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Department encourages you to submit a copy of the joint venture agreement.

3-1.08 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

Deliver to the Engineer:

1. The signed *Contract* form (digital copy acceptable). The Contract must be signed by both the company president or vice president **and** the company secretary or treasurer (the two officers of the company cannot be the same person) with the Contractors State License Board number and Federal Employer Identification Number.
2. The statutory Performance Bond pursuant to Public Contract Code section 20129 and the statutory Payment Bond pursuant to Civil Code sections 9550 through 9566, with either County Clerks certificates or copies of power of attorney.
3. Certification concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of these Special Provisions including general liability, automobile and workers' compensation.
5. Evidence that you possess a current, valid Contractors State License required to perform the work under this Contract. A copy of your license is sufficient.
6. Local Agency Bidder DBE (Construction Contracts) Information Forms, Exhibit 15-G, and 15-H of the Local Assistance Procedures Manual. These forms shall be submitted prior to contract award per the Special Provisions.

The Engineer must receive these documents within **ten (10) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the County that the contract is scheduled for award by the Board of Supervisors.

The awarded bidder's bond may be forfeited for failure to execute the contract within the time specified (Pub Contract Code 20172).

A copy of the Contract is included in the *Special Provisions, Bid Proposal, and Contract*.

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4 SCOPE OF WORK

Replace all references to “Department” in Section 4 Scope of Work with:

Engineer

Add following the last paragraph of Section 4-1.06B:

Except as provided for in Public Contract Code section 7102, you have no claim for damages or compensation for any delay or hindrance.

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DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the County.

The County authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. County determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the County of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One (1) or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If the County authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet or exceed the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within seven (7) days of your request for authorization of the substitution. The County may authorize a seven (7)-day extension of this submittal period at your request. Refer to 49 CFR 26 app A, for guidance regarding evaluation of good faith efforts to meet or exceed the DBE goal.

Unless the County authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the County does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Replace Section 5-1.24 of the RSS with:

5-1.24 CONSTRUCTION SURVEYS

You must set construction stakes and markers to establish the lines and grades required for the completion of the work on the plans and as specified in the Standard Specifications and these Special Provisions and as necessary for the Engineer to check lines, grades, alignment and elevations.

All procedures, methods, and typical stake markings shall be in accordance with Chapter 12, Construction Surveys, of the Caltrans "Survey Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit, 1900 Royal Oaks Drive, Sacramento, and California 95815, (916) 445-3520.

Staking must be performed under the direction of a licensed surveyor or registered civil engineer with the authority to perform land surveying.

Preserve stakes and marks placed. If the stakes or marks are destroyed, replace them at your own cost.

Electronic drawing files in AutoCAD format, containing 2-dimensional linework of horizontal alignments, centerlines and layout lines will be furnished to you for your use in performing construction staking. A Digital Terrain Model (DTM) will not be provided.

In using, modifying, or accessing information from the electronic files, you are responsible for confirmation, accuracy, and checking of the data from the electronic files against the data contained on the contract documents. The County and the Design Engineer hereby disclaim all responsibility from any results obtained in use of electronic files and does not guarantee any accuracy of the information. You assume full responsibility for comparing the electronic file information to the contract documents and immediately notifying the Engineer in writing of any observed discrepancies.

You understand and agree that the electronic files provided pursuant to this Contract are instruments of professional services and shall remain the property of the County and will not be disseminated to others for purposes other than this project.

Because of the possibility that information and data delivered in AutoCAD format may be altered, whether inadvertently or otherwise, the County reserves the right to retain hard copy originals of all electronic files delivered to you, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

In using the electronic information, you understand that the automated conversion of information and data from the system and format used by the Design Engineer to an alternate system or format cannot be accomplished without the possibility of introduction of inexactitudes, anomalies, and errors. In the event the electronic files provided to you in AutoCAD format is so converted, you agree to assume all risks associated therewith, and to the fullest extent permitted by law, to hold harmless and indemnify the County from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

In using the electronic information, you recognize that changes or modifications to electronic media introduced by anyone other than the Design Engineer may result in adverse consequences, which the Design Engineer can neither predict nor control. Therefore, and in consideration of the Design Engineer's agreement to deliver its instruments of professional service in AutoCAD format, Contractor agrees, to fullest extent permitted by laws, to hold harmless and indemnify the County from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misrepresentation, misuse, or reuse by others of the electronic information provided by the Design Engineer. The foregoing indemnification applies, without limitation, to any use of the electronic files on other projects.

All computations necessary to establish the exact position of the work from control points shall be made by you. All computations, survey notes, cut sheets, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computation, notes, cut sheets, and other records shall be furnished to the Engineer on the same day construction stakes are set.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, cut sheets, and other data used to accomplish the work shall be furnished to the Engineer and shall become the property of the County.

The contract lump sum price paid for construction staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required for construction staking, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace Section 5-1.27E with:

5-1.27E Change Order Bills

Maintain separate records for change order work costs.

Submit change order bills to the Engineer.

Replace “Reserved” in Section 5-1.28 with:

5-1.28 UTILITIES FOR CONTRACTOR’S USE

You must make arrangements to obtain electrical power, water or compressed air or other utilities required for your operations and you must make and maintain the necessary service connections at your own expense.

Replace Section 5-1.32 with:

5-1.32 AREAS FOR CONTRACTOR’S USE

No area is available within the contract limits for your exclusive use. However, temporary storage of equipment and materials on County property may be arranged with the Engineer. Use of work areas and other County-owned property shall be at your own risk. The County shall not be held liable for damage to or loss of materials or equipment located within these areas.

Remove all equipment, materials, and rubbish from the work areas and other County-owned property you occupy and leave the areas in a presentable condition. Comply with Section 4-1.13.

You must secure, at your own expense, areas required for storage of materials and equipment or for other purposes if sufficient area is not available within the contract limits.

The County does not allow temporary residences within the County right-of-way.

Add to the last sentence of the last paragraph in Section 5-1.38:

or defects in workmanship and materials.

Replace “Contract acceptance” in the first paragraph of Section 5-1.47 with:

the date that the Tulare County Board of Supervisors approves the notice of completion.

At least fifteen (15) days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State of California or a professional geologist licensed as a professional geologist by the State of California stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(3) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A Summary

The materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar ^a	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel ^b	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction" For hot-rolled, plate or hollow products.
Flat glass ^c	Section 99, "Building Construction"
Mineral wool board insulation ^d	Section 99, "Building Construction"

^aFor each mill providing 20,000 pounds or more on the project

^bFor each mill providing 5,000 pounds or more on the project

^cFor each manufacturer providing 2,000 square feet or more on the project

^dFor each manufacturer providing 4,000 square feet or more on the project

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with a bid opening date before December 1, 2019, the Department collects existing environmental product declarations for applicable materials or products.

For projects with a bid opening date from December 1, 2019, through May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration as an informational submittal for each applicable material or product. Submit each environmental product declaration within 15 days of initial installation of the material or product.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

<https://dime.dot.ca.gov/>

Submit environmental product declarations for applicable materials or products to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer. Carbon steel rebar or structural steel environmental product declarations must be mill produced.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for an applicable material or product. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for an applicable material or product cannot be achieved, no environmental product declaration will be required for that specific material or product.

6-1.06D Quality Assurance

Not Used

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add following the last paragraph of Section 7-1.02K(1):

Post job site notices in compliance with Title 8 California Code of Regulations section 16451

Replace 2nd paragraph in Section 7-1.02K(2) with:

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From the Department of Industrial Relations' website
2. On file at the Resource Management Agency Permit Center, 5961 South Mooney Boulevard Visalia, CA 93277, which shall be made available to any interested person on request.
3. From the County Public Works website (see link in the Notice to Bidder section).

Replace Section 7-1.02K(3) with:

7-1.02K(3) Certified Payroll Records (Labor Code § 1776)

Keep accurate payroll records.

Submit a copy of your certified payroll records, weekly, including those of subcontractors. Include:

1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 1. Journeyman
 2. Apprentice
 3. Worker
 4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made
 - 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio

Each certified payroll record must include a Statement of Compliance form signed under penalty of perjury that declares:

1. Information contained in the payroll record is true, correct, and complete
2. Employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
3. Wage rates paid are at least those required by the Contract

The Department allows the use of a form with identical wording as the Statement of Compliance form provided by the Department. Submit all certified payroll directly to the Department of Industrial Relations (DIR) in electronic format and to the Engineer on a weekly basis.

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

Make certified payroll records available for inspection at all reasonable hours at your main office on the following basis:

1. Upon the employee's request or upon request of the employee's authorized representative, make available for inspection a certified copy of the employee's payroll record.
2. Refer the public's requests for certified payroll records to the Department. Upon the public's request, the Department makes available for inspection or furnishes copies of your certified payroll records. Do not give the public access to the records at your main office.

Make all payroll records available for inspection and copying or furnish a copy upon request of a representative of the:

1. Department
2. Division of Labor Standards Enforcement of the Department of Industrial Relations
3. Division of Apprenticeship Standards of the Department of Industrial Relations

Furnish the Department the location of the records. Include the street address, city, and county. Furnish the Department a notification of a location and address change within five (5) business days of the change.

Comply with a request for the records within ten (10) days after you receive a written request. If you do not comply within this period, the Department withholds from progress payments a one hundred dollar (\$100) penalty for each day or part of a day for each worker until you comply. You are not assessed this penalty for a subcontractor's failure to comply with Labor Code § 1776.

The Department withholds from progress payments for delinquent or inadequate records (Labor Code §1771.5). If you have not submitted an adequate record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds up to 10 percent (10%) of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than ten thousand dollars (\$10,000) or less than one thousand dollars (\$1,000).

Replace "Reserved" in section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Material Containing Lead – Non Hazardous Waste

Section 7-1.02K(6)(j)(iv) includes specifications for handling, removing, and disposing of non-hazardous material containing lead.

Submit a lead compliance plan.

Lead has been previously tested in the surrounding soils and traffic stripes. It was determined that lead is present in material on the job site. Average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead, the material on the job site:

1. Is not a hazardous waste
2. Does not require disposal at a permitted landfill or solid waste disposal facility

Reuse all of the excavated material on the right-of-way. Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CVRWQCB, Region 5 – Central Valley Regional Water Quality Control Board

3. California Department of Toxic Substances Control

Payment for conforming to the requirements of this section is included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

Replace Section 7-1.02K(6)(j)(iv) with:

7-1.02K(6)(j)(iv) Material Containing Lead – Hazardous Waste

If lead testing yields concentrations exceeding the limits described per Title 8 California Code of Regulations and Title 22 California Code of Regulations, the material(s) should be treated as hazardous waste and disposal at a permitted landfill or solid waste disposal facility is required.

Follow the provisions of Section 14-11 and confirm with Engineer that no other Special Provisions are required.

Conforming to the requirements of this section is considered change order work.

Replace "Reserved" in section 7-1.02L(1) with:

According to Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects according to Labor Code sections 1777.1 or 1777.7:

1. The Contractor must not allow any such subcontractor to work on this project.
2. The Contractor must repay to the County any money paid to any such subcontractor allowed to work on this project.
3. The Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

Replace Section 7-1.05 with:

7-1.05 INDEMNIFICATION AND DEFENSE

- (a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Contract (including, without limitation, the acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.
- (b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in

any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Contract. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. CONTRACTOR'S indemnification obligations under this Contract will survive the expiration or earlier termination of this Contract until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Contract is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Contract. Under no circumstances may the insurance requirements and limits set forth in this Contract be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Contract.

- (c) CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

Replace Section 7-1.06 with:

7-1.06 INSURANCE

Bidder's and their subcontractors attention are directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the Contract and forfeit its Bidder's Security.

Contractor and subcontractors shall provide and maintain insurance for the duration of the warranty period against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Contract by the CONTRACTOR, its agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

- 1) Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than two million dollars (\$2,000,000) per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Comprehensive Automobile Liability Insurance of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. If the annual aggregate applies it must be no less than of two million dollars (\$2,000,000).
- 3) Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- 4) Professional Liability of one million dollars (\$1,000,000) per occurrence or claim for design and build.

B. Specific Provisions of the Certificate

- 1) The General Liability and Automobile Liability policies are to be endorsed to contain the following provisions:
 1. The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.
 2. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 3. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the County.
 4. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 5. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- 2) The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and self-insured retentions must be declared and any deductible or self-insured retention over one hundred thousand dollars (\$100,000) shall be forwarded to the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Contract by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

F. Additional Construction Insurance Requirements

- 1) Payment Bond: For public works projects of more than twenty-five thousand dollars (\$25,000) a "payment bond" is required in the full amount of the Contract price, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the COUNTY, or until all claims for materials and labor have been paid, whichever is longer.

- 2) Performance Bond: For public works projects of more than twenty-five thousand dollars (\$25,000) a "performance bond" is required in the full amount of the Contract price and shall insure the faithful performance by Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.
- 3) Acceptability of Surety: Only California admitted sureties with current AM Best Rating of no less than VII.

Add to Section 7-1.11:

7-1.11E Federal Minimum Wage Rates

This contract is subject to federal minimum wage rates and state and local minimum wage rates. The Federal minimum wage rates for this project, as predetermined by the United States Secretary of Labor, are made available directly from the internet website under <https://beta.sam.gov/>. Click on "Search Wage Determination" under "Contracting" section and search the General Decision Number **CA20120021**. If any changes to federal minimum wage rates occur from the time of initial advertisement to ten (10) calendar days prior to the bid opening, the County will issue an addendum notifying all plan holders of the change. It is the Contractor's responsibility to determine the applicable minimum wage rate by visiting the internet website. The County will include a copy of the applicable Federal Minimum Wage Rates with the Contract prior to execution of the Contract.

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8 PROSECUTION AND PROGRESS

Add to Section 8-1.01:

You must procure all permits, licenses, contracts and other services needed to prosecute the work and secure staging areas, including those on private property. You must pay for all permits, licenses, contracts and other services. Payment is included in the contract price and no additional compensation will be allowed.

The number of working days allowed for completion of the work shall be set forth in Section 8-1.05 of the Standard Specifications as modified by Article XIII of the Contract. In the case of a conflict between the Standard Specifications and the Contract, the Contract shall prevail.

The sum to be paid as liquidated damages shall be set forth in section 8-1.10 of the Standard Specifications as modified by Article XIII of the Contract.

Add to Section 8-1.02:

Any time the Engineer requests a practicable progress schedule in writing, submit the updated schedule within ten (10) working days of the Engineer's written request.

Replace Section 8-1.02C(3) with:

Submit a description of your proposed schedule for authorization.

Software must be compatible with the current version of the Microsoft Windows operation system in use by the Engineer. The operation system in use by the Engineer is Microsoft Windows 10 Professional.

The schedule software must be Microsoft Project 2010 or newer.

Any proposed schedule software equal to Microsoft Project must be capable of:

1. Generating files that can be imported into Microsoft Project
2. Comparing two (2) schedules

Replace section 8-1.10A with:

The County specifies liquidated damages (Pub Contract Code § 7203, Gov. Code, § 53069.85). Liquidated damages, if any, accrue starting on the first (1st) day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The County withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work shall be set at **one thousand one hundred dollars (\$1,100)** per day.

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9 PAYMENT

Replace the 12th paragraph beginning with “For these payments, interest starts to accrue...” in Section 9-1.03 with:

For these payments, interest starts to accrue thirty (30) days after the Engineer receives acceptance from you of the progress payment amount determined by the Engineer. Acceptance of the progress payment may be in the form of an invoice matching the progress payment amount or a letter indicating that you accept the amount of the progress payment.

Replace the last paragraph of section 9-1.03 with:

Pay your subcontractors within seven (7) days of receipt of each progress payment under Pub Contract Code sections 10262 and 10262.5.

Add the following to Section 9-1.16A with:

9-1.16A General

Submit an invoice matching the progress payment amount or a signed letter indicating that you accept the progress payment amount. The Engineer does not process a progress payment without the matching invoice or the progress payment acceptance letter. Once accepted by the Engineer, submit the invoice to the following email address: RMA-AP@co.tulare.ca.us and include the Engineer’s email as well.

Add to end of first paragraph, section 9-1.16B:

Submit a schedule of values for each lump sum item on the bid list.

Replace section 9-1.17D(1) with:

9-1.17D(1) General

If you accept the proposed final estimate or do not submit a claim statement within thirty (30) days of receiving the estimate, the Engineer furnishes the final estimate to you and the County pays the amount due within ninety (90) days. This final estimate and payment is conclusive except as specified in sections 5-1.27, 6-3.06, and 9-1.21.

If you submit a claim statement within thirty (30) days of receiving the Engineer’s proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within ninety (90) days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in sections 5-1.27, 6-3.06, and 9-1.21.

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12 TEMPORARY TRAFFIC CONTROL

Add the following to Section 12-1.01:

Submit a traffic control plan for acceptance by the Engineer. The traffic control plan shall depict the traffic control devices to be used and their location and shall be prepared by a licensed Traffic Engineer or Civil Engineer. Do not install traffic control system on the job site until the Engineer provides written acceptance of the Traffic Control Plan. Payment for the traffic control plan is included in the traffic control system.

Replace Section 12-1.04 with:

You are required to pay for the cost of furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers to provide for the passage of traffic through the work as specified in sections 7-1.03 and 7-1.04.

Add the following to Section 12-3.06 with:

Construction area warning and guide signs must have a black legend on a retroreflective, nonfluorescent-orange background. W10-1 advance warning signs for highway-rail grade crossings must have a black legend on a retroreflective, nonfluorescent-yellow background.

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13 WATER POLLUTION CONTROL

Add to Section 13-1.01A:

The following RWQCBs will review the authorized WPCP:

1. Central Valley Regional Water Quality Control Board (CVRWQCB)

You must adhere to the following best management practices (BMPs), where applicable, to reduce erosion during construction:

1. Implementation of the project will require approval of a site-specific Water Pollution Control Program (WPCP) that would implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques;
2. Protect existing vegetation, where feasible, to provide an effective form of erosion and sediment control;
3. Implement roughening and terracing to create unevenness on bare soil through the construction of furrows running across a slope, creation of stair steps, or by utilization of construction equipment to track the soil surface. Surface roughening or terracing reduces erosion potential by decreasing runoff velocities, trapping sediment, and increasing infiltration of water into the soil, and aiding in the establishment of vegetative cover from seed.

Add to Section 13-3.02A:

To conform to water quality requirements, the WPCP must include the following:

1. Vehicle maintenance, refueling and lubrication, staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants must be a minimum of 300 feet from surface waters. Any necessary equipment washing must occur where the water cannot flow into surface waters.
2. You must operate under an approved spill prevention and control plan;
3. Construction equipment will not be operated in flowing water;
4. Construction work must be conducted according to site-specific construction plans that minimize the potential for sediment input to surface waters;
5. Raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life must be prevented from contaminating the soil or entering surface waters;
6. Equipment used in and around surface waters must be in good working order and free of dripping or leaking contaminants; and,
7. Any concrete rubble, asphalt, or other debris from construction must be taken to an approved disposal site.

Discharges of stormwater from the project must comply with the permit issued by the Central Valley RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit for Region 5, Permit No. CAS0085324. The Central Valley RWQCB permit governs stormwater and nonstormwater discharges from construction activities in the project area. The Central Valley RWQCB permit may be viewed at:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_i_municipal.html#rb5

Add the following to Section 13-4.03B:

Spill response materials must be kept at the site and readily available to allow rapid containment and cleanup of any spilled material.

You must prepare a spill prevention and control plan. Prepare spill prevention and control plan includes developing and implementing the spill prevention and control plan. The spill prevention and control plan must identify the actions that will be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful to fish, plants, or aquatic life. The plan must also detail the project elements, construction equipment types and location, access, staging and construction sequence.

Within 20 days of Contract approval:

1. Submit 3 copies of your spill prevention and control plan for review. Allow 20 days for the County's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Change and resubmit a revised spill prevention and control plan within 15 days of receiving the Engineer's comments. The County's review resumes when a complete spill prevention and control plan has been resubmitted.
3. When the Engineer authorizes the spill prevention and control plan, submit an electronic copy and 4 printed copies of the authorized spill prevention and control plan.
4. The CDFW requires review of the authorized spill prevention and control plan, the Engineer submits the authorized spill prevention and control plan to CDFW for its review and comment.
5. If the Engineer requests changes to the spill prevention and control plan based on CDFW's comments, amend the spill prevention and control plan within 10 days.

Add the following to Section 13-4.03G:

Dewatering must comply with the provisions of the current General Waste Discharge Requirements for Dewatering and Other Low Threat Discharges to Surface Waters of the Central Valley RWQCB. This permit is available at the Central Valley RWQCB's Website.

Add the following to the last paragraph of Section 13-4.03C(1):

Before any materials are stockpiled or equipment parked / stored outside of the right of way, you must first obtain written authorization from the property owner on whose property the materials are to be stockpiled or equipment parked/stored. You must file with the Engineer said authority or a certified copy thereof together with a written release from the property owner absolving the County of Tulare from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property. Before any material is stockpiled or equipment parked/stored, you must obtain written permission from the Engineer to stockpile materials or park/store equipment at the location designated in said authorization.

Failure to provide written authorization shall result in the withholding of all funds due to you until said authorization is received by the County.

Obtain all permits required by all applicable regulatory agencies and comply with all applicable codes, regulations and zoning ordinances prior to establishing a storage yard for materials and/or equipment.

Provide copies of all permits acquired to the Engineer.

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14 ENVIRONMENTAL STEWARDSHIP

Add the following to Section 14-1.01:

In accordance with 14-6.05, prior to arrival and prior to leaving the project site, all construction equipment must be inspected and cleaned of mud, plant material and other debris that may contain invasive plants and/or seeds and inspected to reduce the potential spreading of noxious weeds.

You must comply with all applicable requirements and provisions of the environmental document(s) and the permits obtained for this project.

A delay to the controlling operation due to environmental requirements will be considered a temporary suspension of work under Section 8-1.06. No contract adjustment or additional compensation will be made for delays caused by environmental requirements. The days on which the suspension is in effect shall not be considered working days as defined in Section 8-1.06B.

Replace “Reserved” in Section 14-10.03 with:

14-10.03 RECYCLING AND DIVERSION OF CONSTRUCTION AND DEMOLITION DEBRIS

You must comply with Article 10 of the Tulare County Ordinance Code Chapter 3, Part IV, “Recycling and Diversion of Construction and Demolition Debris,” which requires you to recycle 100% of inert solids (asphalt, concrete, rock, stone, brick, sand, soil and fines) and 50% by weight of the remaining construction and demolition material generated by the work. Submit the required Pre-Plan portion of the Construction and Demolition Waste Recycling and Reuse Plan after the award of the contract to the Engineer with the contract documents identifying the material type, hauler, disposal location and the percentage of material to be reused or recycled. There are no filing fees required for the submission of this plan. A copy of the Ordinance, the form for the Construction and Demolition Waste Recycling and Reuse Plan and other information may be found at:

<https://tularecounty.ca.gov/rma/index.cfm/rma-documents/public-works-documents/c-d-r-r-plan-form/>

Submit to the Engineer the required Final Report of the Construction and Demolition Waste Recycling and Reuse Plan prior to the Engineer’s acceptance of the work.

Full compensation for all labor, tools, equipment and reporting requirements required for compliance with the Recycling and Diversion of Construction and Demolition Debris Ordinance shall be considered as included in the items of work generating this debris and no additional compensation will be allowed therefor.

Replace Section 14-11.04 with:

14-11.04A Indirect Source Review

The San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD) has reviewed the Applicability of Indirect Source Review (ISR) Rule 9510 provided by the County and determined that the project would not create a new paved surface that is used for the transportation of motor vehicles or any structure support thereof. Therefore, the project does not meet the definition of a “Transportation Project”, as defined in District Rule 9510 (Indirect Source Review), section 3.35. Therefore, District Rule 9510 requirements and related fees do not apply to the project.

Additional information regarding District Rule 9510 can be found below:

Current SJVUAPCD Rules and Regulations:
<http://www.valleyair.org/rules/currnrules/r9510.pdf>

Indirect Source Review (forms, applications, information):
<http://www.valleyair.org/ISR/ISRHome.htm>

Detailed Fleet reporting template (can be used for compliance with clean fleet reporting requirement):
<http://www.valleyair.org/ISR/ISRFormsAndApplications.htm>

Please be aware that changes to the project such as increases in intensity may exceed an applicability threshold, resulting in the project being subject to District Rule 9510.

If changes are made to the project such that the intensity exceeds the applicability threshold resulting in the project being subject to District Rule 9510, the Contractor will assist the County with preparing an Air Impact Assessment (AIA) application form for submittal no later than applying for a final discretionary approval. The AIA form can be found in the following weblink:

<http://www.valleyair.org/ISR/Documents/Transportation-ISR-Application.pdf>

The Contractor must include the information specified in District Rule 9510, section 5.0.

The Air District recommends the AIA to be submitted as early as possible.

Pursuant to the AIA application, Contractor must use a fleet capable of achieving the emissions reduction requirements identified in Section 6.1.1 of District Rule 9510, and shall keep daily records of the total hours of operation for each piece of equipment greater than 50-horsepower being used on the project site during construction activities. Within 30-days of completing construction, Contractor shall submit a Detailed Fleet Report summarizing total hours of operation by equipment type, equipment model year and horsepower for each piece of construction equipment greater than 50-horsepower to the SJVUAPCD. Contractor shall be responsible for all additional fees or fines that may be incurred upon the final review of the final Clean Fleet Report submitted to the SJVUAPCD pursuant to the clean Construction – Detailed Fleet Mitigation included in the AIA application.

Replace Section 14-12.04 with:

14-12.04 PERMITS AND LICENSES

Comply with Section 5-1.20B.

Comply with the requirements of the permits acquired by the County for this project located elsewhere in these Special Provisions.

You must comply with all applicable SJVUAPCD regulations and requirements.

Obtain a Demolition Permit Release from SJVUAPCD. Nothing herein or elsewhere within these Special Provisions shall be construed as limiting your responsibility for complying with all applicable rules and regulations. You are responsible for payment of all the fees required to obtain the Demolition Permit Release.

Comply with Section 7-1.02, Section 7-1.07, Section 14-9.02 and Section 14-9.03.

For projects that will result in land disturbance of greater than one acre, file the Notice of Intent and pay the appropriate fee as required by the terms of General Permit No. CSA000002, for the discharge of storm water associated with construction activity.

Payment for conforming to the requirements in these permits shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

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DIVISION V SURFACINGS AND PAVEMENTS

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39 ASPHALT CONCRETE

Replace Section 39 with:

39-1.01 GENERAL

39-1.01A Summary

Section 39-1 includes general specifications for producing and placing HMA by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

Produce and place HMA Type A under the Method Construction Process.

39-1.01B Definitions

coarse aggregate: Aggregate retained on a no. 4 sieve.

fine aggregate: Aggregate passing the no. 4 sieve.

supplemental fine aggregate: Aggregate passing the no. 30 sieve, including hydrated lime, Portland cement, and fines from dust collectors.

39-1.02 MATERIALS

39-1.02A Geosynthetic Pavement Interlayer

Geosynthetic pavement interlayer must comply with the specifications for pavement fabric, paving mat, paving grid, paving geocomposite grid, or geocomposite strip membrane.

39-1.02B Tack Coat

Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with section 9-1.02 or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

- 1. Weight ratio of water to bituminous material in the original asphaltic emulsion
- 2. Weight of asphaltic emulsion before diluting

3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

39-1.02C Asphalt Binder

Asphalt binder in HMA must comply with the specifications for asphalts or section 39-1.02D.

Asphalt binder in HMA Type A must be PG Grade 64-10.

Asphalt binder for geosynthetic pavement interlayer must comply with the specifications for asphalts. Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

39-1.02E Aggregate

Aggregate must be clean and free from deleterious substances.

Aggregate used in HMA Type A must comply with the 3/4-inch HMA Types A and B gradation.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate. The Department tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose sieve size TV within each TV limit presented in the aggregate gradation tables.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

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**Aggregate Gradation
(Percentage Passing)
HMA Types A and B**

3/4-inch HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	90–100	TV ± 5
1/2"	70–90	TV ± 6
No. 4	45–55	TV ± 7
No. 8	32–40	TV ± 5
No. 30	12–21	TV ± 4
No. 200	2.0–7.0	TV ± 2

1/2-inch HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	95–99	TV ± 6
3/8"	75–95	TV ± 6
No. 4	55–66	TV ± 7
No. 8	38–49	TV ± 5
No. 30	15–27	TV ± 4
No. 200	2.0–8.0	TV ± 2

3/8-inch HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
1/2"	100	--
3/8"	95–100	TV ± 6
No. 4	58–72	TV ± 7
No. 8	34–48	TV ± 6
No. 30	18–32	TV ± 5
No. 200	2.0–9.0	TV ± 2

No. 4 HMA Types A and B

Sieve sizes	TV limits	Allowable tolerance
3/8"	100	--
No. 4	95–100	TV ± 7
No. 8	72–77	TV ± 7
No. 30	37–43	TV ± 7
No. 200	2.0–12.0	TV ± 4

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Aggregate Quality

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	California Test 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	California Test 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Sand equivalent (min.) ^a	California Test 217	47	42	47	--
Fine aggregate angularity (% min.) ^b	California Test 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10	10	10	10

^a Reported value must be the average of 3 tests from a single sample.

^b The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

39-1.02F Reclaimed Asphalt Pavement

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 aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend.

Assign the substitution rate of RAP aggregate for virgin aggregate with the JMF submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP during the entire project. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must be only homogeneous RAP.

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

39-1.03A General

The mix design process consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the OBC and HMA mixture qualities. The results become the proposed JMF.

Use the *Contractor Hot Mix Asphalt Design Data* form to record aggregate quality and mix design data. Use the *Contractor Job Mix Formula Proposal* form to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Caltrans Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and authorizes the JMF.

You may change the JMF during production. Do not use the changed JMF until it is authorized. Except if adjusting the JMF as specified in section 39-1.03E, perform a new mix design and submit a new JMF submittal if you change any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier

3. Combined aggregate gradation
4. Aggregate sources
5. Substitution rate for RAP aggregate of more than 5 percent
6. Any material in the JMF

39-1.03B Hot Mix Asphalt Mix Design

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			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0–23.0 ^a
3/4" grading		13.0	13.0	18.0–23.0 ^a
Voids filled with asphalt (%)	California Test 367			Note c
No. 4 grading		76.0–80.0	76.0–80.0	
3/8" grading		73.0–76.0	73.0–76.0	
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		0.9–2.0	0.9–2.0	
1/2" and 3/4" gradings		0.6–1.3	0.6–1.3	
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 Voids in mineral aggregate for RHMA-G must be within this range.

^b California Test 304, Part 2.13.

^c Report this value in the JMF submittal.

Report the average of 3 tests. If the range of stability for the 3 briquettes is more than 8 points, prepare new briquettes and test again. The average air void content may vary from the specified air void content by ± 0.5 percent.

39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Mix design records on a *Contractor Hot Mix Asphalt Design Data* form dated within 12 months of submittal
3. JMF verification on a *Caltrans Hot Mix Asphalt Verification* form, if applicable
4. JMF renewal on a *Caltrans Production Start-Up Evaluation* form, if applicable
5. MSDS for the following:
 - 5.1. Asphalt binder
 - 5.2. Supplemental fine aggregate except fines from dust collectors

If the Engineer requests, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 lb each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.
2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.

3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.

Notify the Engineer at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 2 parts to the Engineer and use 1 part for your testing.

39-1.03D Job Mix Formula Review

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate quality characteristics during this review period.

39-1.03E Job Mix Formula Verification

If you cannot submit a *Caltrans Hot Mix Asphalt Verification* form dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit an adjusted JMF on a *Contractor Job Mix Formula Proposal* form before verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content TV up to ± 0.6 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form, except for RHMA-G, do not adjust the TV for asphalt rubber binder below 7.0 percent
2. Aggregate gradation TVs within the TV limits specified in the aggregate gradation tables

For HMA Type A, Type B, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125, except if you request and if authorized, you may sample from any of the following locations:

1. At the plant from deposited piles or windrows
2. From the truck with an automatic sampling device
3. Windrow
4. Mat behind the paver

You may sample from a different project, including a non-Department project, if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 2 split parts and keep 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving all verification samples and the JMF submittal has been accepted. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation TVs within the TV limits
3. Asphalt binder content TV within the TV limit
4. HMA quality specified in the table HMA Mix Design Requirements except:
 - 4.1. Air void content, design value ± 2.0 percent
 - 4.2. Voids filled with asphalt, report only if an adjustment for asphalt binder content TV is less than ± 0.3 percent from OBC

- 4.3. Dust proportion, report only if an adjustment for asphalt binder content TV is less than ± 0.3 percent from OBC

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air void content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under California Test 308. If the same briquettes are used and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the JMF is verified, the Engineer provides you a *Caltrans Hot Mix Asphalt Verification* form.

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in:

1. Asphalt binder content TV up to ± 0.6 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form except do not adjust the TV for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation TVs within the TV limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new *Contractor Job Mix Formula Proposal* form and verification of a plant-produced sample.

The Engineer re-verifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the Department's expense up to 2 proposed JMF, including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

39-1.03F Job Mix Formula Renewal

You may request a JMF renewal by submitting:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Mix design documentation on a *Contractor Hot Mix Asphalt Design Data* form used for the previously verified JMF

If the Engineer requests, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 lb each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.
2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.

Notify the Engineer at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split samples into at least 4 parts. Submit 2 parts to the Engineer and use 1 part for your testing.

The Engineer reviews each complete JMF renewal submittal within 5 business days.

The Engineer may verify aggregate qualities during this review period.

The Engineer verifies the JMF under section 39-1.03E except:

1. Engineer retains samples until you provide test results for your part on a *Contractor Job Mix Formula Renewal* form.
2. Department tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics in section 39-1.03E.
3. Engineer verifies each proposed JMF within 30 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF.

If the Engineer verifies the JMF renewal, the Engineer provides you a *Caltrans Hot Mix Asphalt Verification* form.

39-1.03G Job Mix Formula Acceptance

You may start HMA production if:

1. Engineer's review of the JMF shows compliance with the specifications
2. Engineer verifies the JMF through start-up testing

39-1.04 CONTRACTOR QUALITY CONTROL

39-1.04B Prepaving Conference

Hold a prepaving conference with the Engineer at a mutually agreed time and place. Discuss methods of performing the production and paving work.

39-1.04D Aggregate

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

39-1.04E Reclaimed Asphalt Pavement

For Method construction Process – The combined aggregate gradations shall use the mix design RAP values.

39-1.04G Briquettes

Prepare 3 briquettes for each stability and air void content determination. Report the average of 3 tests. Prepare new briquettes and test again when the range of stability for the 3 briquettes is more than 8 points.

You may use the same briquettes used for stability testing to determine bulk specific gravity under California Test 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

39-1.05 ACCEPTANCE CRITERIA

HMA acceptance is specified in the sections for each HMA construction process.

The Department samples materials for testing under California Test 125 and the applicable test method, except samples may be taken:

1. At the plant from a truck or an automatic sampling device
2. At the plant from a deposited pile or windrow
3. From the mat behind the paver

Sampling must be independent of Contractor quality control, statistically based, and random.

If you request, the Department splits samples and provides you with a part.

HMA acceptance is based on:

1. Authorized JMF
2. Accepted QC plan for Standard and QC/QA construction process projects

3. Compliance with the HMA acceptance tables
4. Visual inspection

39-1.06 DISPUTE RESOLUTION

Work with the Engineer to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit quality control test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the independent third party participates in a dispute resolution, the party must be accredited under the Caltrans Independent Assurance Program. The independent third party must be independent of the project. By mutual agreement, the independent third party is chosen from an independent, non-biased laboratory having the capabilities to perform the necessary test.

If split quality control or acceptance samples are not available, the independent third party uses any available material representing the disputed HMA for evaluation.

39-1.07 PRODUCTION START-UP EVALUATION

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the 1st day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125, except if you request and if authorized, you may sample HMA from any of the following locations:

1. At the plant from deposited piles or windrows.
2. From trucks with an automatic sampling device.
3. Windrow
4. Mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 2 split parts and keep 1 part.

For Standard Construction process projects, you and the Department must test the split samples and report test results within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

39-1.08 PRODUCTION

A lot shall be defined as material from the same mix design of the same Project.

Sublots shall be defined as material from a lot, up to but not to exceed 750 tons HMA.

Core lots shall be defined as material from a subplot, up to but not to exceed 250 tons HMA.

No subplot shall be carried over to the next day of production and paving.

39-1.08A General

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department qualified. Before production, the HMA plant must have current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. Set point for asphalt binder content

39-1.08B Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be from 275 to 375 degrees F when mixed with aggregate.

Asphalt rubber binder must be from 350 to 425 degrees F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 degrees F, except aggregate for OGFC must be not more than 275 degrees F. These aggregate temperature specifications do not apply if you use RAP.

HMA with or without RAP must not be more than 325 degrees F.

39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER

39-1.09A General

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing or sweeping.

39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement, including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints
4. Outside of the limits of geosynthetic pavement interlayer between new and existing HMA layers.

Before placing HMA, apply tack coat in 1 application. The application rate must be the minimum residual rate specified for the underlying surface conditions shown in the following tables:

Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G

HMA overlay over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

Tack Coat Application Rates for OGFC

OGFC over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA	0.03	0.04	0.03
PCC and existing HMA (AC) surfaces	0.05	0.06	0.04
Planned PCC and HMA (AC) surfaces	0.06	0.07	0.05

If you dilute asphaltic emulsion, mix until homogeneous before application.

For vertical surfaces, apply a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request and if authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be from 285 to 350 degrees F when applied and shall “break” prior to asphalt placement.

Method Construction Process - Payment for Tack Coat is included within the various items of work and no additional compensation will be made.

39-1.09D Geosynthetic Pavement Interlayer

Place geosynthetic pavement interlayer under the manufacturer's instruction.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. These repairs are change order work.
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 ± 0.03 gal of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Asphalt binder must be from 285 to 350 degrees F and below the minimum melting point of the geosynthetic pavement interlayer when applied.

Align and place the interlayer with no folds that result in a triple thickness, except that triple thickness layers less than 1 inch in width may remain if less than 1/2 inch in height. Folds that result in a triple layer greater than a 1 inch width must be slit and overlapped in a double thickness at least 2 inches in width.

The minimum HMA thickness over the interlayer must be 0.12 foot thick, including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders from 2 to 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic, except for crossings under traffic control, and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

39-1.10 SPREADING AND COMPACTING EQUIPMENT

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations, unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

Edge of pavement treatment shall be per the 2018 Standard Plan P75, Case B where tapered safety edge is 30 degrees plus or minus 10 degrees. Tapered safety edge shall be extruded, densified edge of uniform grade and consistency as produced with Carlson brand safety attachment. An equivalent extruded, tapered safety edge will be accepted and approved by the County upon performing an acceptable trial example or demonstration.

39-1.11 TRANSPORTING, SPREADING, AND COMPACTING

Do not pave 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 pave 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 or existing facility, 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

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.

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.

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.

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 allow traffic on new HMA pavement 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.

39-1.12 SMOOTHNESS

39-1.12A General

Determine HMA smoothness with a 12-foot straightedge.

39-1.12B Straightedge

The top layer of HMA pavement must not vary from the lower edge of a 12-foot straightedge:

1. More than 0.01 foot when the straightedge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

39-1.12C Profilograph

Removed

39-1.12D Smoothness Correction

Removed

39-1.13 HOT MIX ASPHALT ON BRIDGE DECKS

Produce and place HMA on bridge decks under the Method construction process.

Aggregate must comply with either 3/4-inch or 1/2-inch HMA Types A and B gradation.

If authorized, aggregate may comply with the no. 4 HMA Types A and B gradation for a section or taper at a bridge end that is less than 1 inch in total depth.

If a concrete expansion dam is to be placed at a bridge deck expansion joint, tape oil-resistant construction paper to the deck over the area to be covered by the dam before placing the tack coat and HMA across the joint.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to traffic.

The tack coat application rate must be the minimum residual rate specified in section 39-1.09C. For HMA placed on a deck seal, use the minimum residual rate specified for a PCC underlying surface.

HMA placed on a deck seal must be placed in at least 2 approximately equal layers. The 1st layer must be at least 1 inch thick after compaction. Protect the deck seal throughout all operations.

For placement of the 1st HMA layer on a deck seal:

1. Comply with the HMA application temperature recommended by the deck seal manufacturer.
2. Deliver and place HMA using equipment with pneumatic tires or rubber-faced wheels. Do not operate other vehicles or equipment on the bare deck seal.
3. Deposit HMA on the deck seal in such a way that the deck seal is not damaged. Do not windrow the HMA material on the bridge deck seal.
4. Place HMA in a downhill direction on bridge decks with grades over 2 percent.
5. Spreading equipment need not be self-propelled.

39-1.14 MISCELLANEOUS AREAS AND DIKES

The following specifications in section 39 do not apply to miscellaneous areas and dikes:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request and if authorized, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

39-1.15 MINOR HOT MIX ASPHALT

39-1.15A GENERAL

39-1.15A(1) Summary

The following specifications in section 39 do not apply to minor HMA:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

39-1.15A(2) Definitions

Reserved

39-1.15A(3) Submittals

Reserved

39-1.15A(4) Quality Control and Assurance

Reserved

39-1.15B MATERIALS

The minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate gradation and 6.0 percent for 1/2-inch aggregate gradation.

Choose asphalt binder Grade PG 64-10, PG 64-16, or PG 70-10.

If you request and if authorized, you may reduce the minimum asphalt binder content.

Choose the 3/8-inch or 1/2-inch HMA Type A or Type B aggregate gradation.

39-1.15C CONSTRUCTION

Produce HMA at a central mixing plant.

Choose any method and equipment to spread and compact.

The surface must be:

1. Textured uniformly

2. Compacted firmly
3. Without depressions, humps, and irregularities

Smoothness specifications do not apply.

39-1.30 PAYMENT

Section 39-1.30 includes specifications for HMA payment. The weight of each HMA mixture designated in the Bid Item List must be the combined mixture weight.

If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the 1st batch and after weighing the last batch.
4. Time, date, mix number, load number, and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under section 92 or section 94.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity. Section 9-1.06 does not apply to tack coat.

Place hot mix asphalt dike of the type specified is measured along the completed length.

Place hot mix asphalt (miscellaneous areas) is measured as the in-place compacted area.

HMA dike is paid for as place hot mix asphalt dike of the type specified in the Bid Item List and by weight for hot mix asphalt.

HMA specified to be placed in miscellaneous areas is paid for as place hot mix asphalt (miscellaneous area) and by weight for hot mix asphalt.

If minor hot mix asphalt is paid by area, it is measured from the dimensions shown.

Payment for tack coat for minor HMA is included in payment for minor hot mix asphalt or the bid item that requires minor HMA.

Geosynthetic pavement interlayer is measured for the actual pavement area covered.

The Contractor shall, at their expense retain a third-party testing laboratory as described in Section 39-1.06 to complete the testing necessary to prove material suitability. No costs shall be borne by the County as a result of this additional testing unless written approval is provided by the Resident Engineer prior to testing.

39-2 METHOD CONSTRUCTION PROCESS

39-2.01 GENERAL

Section 39-2 includes specifications for HMA produced and constructed under the Method construction process.

39-2.02 ACCEPTANCE CRITERIA

39-2.02A Testing

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	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b
Sand equivalent (min) ^c	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) ^{c, d} No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30 37	30 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 75 70	25 -- 20	-- 90 70	90 75 90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45	-- 50	12 40	12 40
Air void content (%) ^{c, e}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min)	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	76.0–80.0 73.0–76.0 65.0–75.0 65.0–75.0	76.0–80.0 73.0–76.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 ^g 18.0–23.0 ^g	--
Dust proportion ^f No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.9–2.0 0.6–1.3	0.9–2.0 0.6–1.3	Report only	--
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 California Test 304, Part 2.13.

^e 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.

^f Report only if the adjustment for the asphalt binder content TV is less than or equal to ± 0.3 percent from the OBC value submitted on a *Contractor Hot Mix Asphalt Design Data* form.

^g Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than 750 tons or 1 day's production, whichever is less.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. Take samples and split each sample into 4 parts in the Engineer's presence. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Department tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement.

39-2.03 SPREADING AND COMPACTING EQUIPMENT

Each paver spreading HMA Type A and Type B must be followed by 3 rollers as follows:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures must be taken in the shade.

Spread HMA Type A and Type B at the atmospheric and surface temperatures shown in the following table:

Minimum Atmospheric and Surface Temperatures

Compacted layer thickness, feet	Minimum Atmospheric and Surface Temperatures			
	Atmospheric, °F		Surface, °F	
	Unmodified asphalt binder	Modified asphalt binder ^a	Unmodified asphalt binder	Modified asphalt binder ^a
< 0.15	55	50	60	55
0.15–0.25	45	45	50	50

^a Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is unmodified asphalt binder, complete:

1. First coverage of breakdown compaction before the surface temperature drops below 250 degrees F
2. Breakdown and intermediate compaction before the surface temperature drops below 200 degrees F
3. Finish compaction before the surface temperature drops below 150 degrees F

If the asphalt binder for HMA Type A and Type B is modified asphalt binder, complete:

1. First coverage of breakdown compaction before the surface temperature drops below 240 degrees F
2. Breakdown and intermediate compaction before the surface temperature drops below 180 degrees F
3. Finish compaction before the surface temperature drops below 140 degrees F

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A and Type B with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the thickness of the HMA layer is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the thickness of the HMA layer is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not exceeding 5 mph.

Perform finish compaction of HMA Type A and Type B with 1 coverage using a steel-tired roller.

39-3 EXISTING ASPHALT CONCRETE

39-3.01 GENERAL

39-3.01A General

Section 39-3.01 includes general specifications for performing work on existing asphalt concrete facilities.

Work performed on existing asphalt concrete facilities must comply with section 15.

39-3.01B Materials

Not Used

39-3.01C Construction

Before removing a portion of an asphalt concrete facility, make a 2-inch deep saw cut to a true line along the limits of the removal area.

39-3.01D Payment

Not Used

39-3.02 REPLACE ASPHALT CONCRETE SURFACING

39-3.02A General

Section 39-3.02 includes specifications for replacing asphalt concrete surfacing

39-3.02B Materials

HMA to be used for replacing asphalt concrete surfacing must comply with Type A HMA as specified in section 39-2.

The grade of asphalt binder must be PG 64-10.

Tack coat must comply with section 39-1.02B.

39-3.02C Construction

Where replace asphalt concrete surfacing is shown, remove the full depth of the existing asphalt concrete surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place.

If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in section 39-1.09C.

Place HMA using method compaction as specified in section 39-2.

39-3.02D Payment

The payment quantity for replace asphalt concrete surfacing is the volume determined from the dimensions shown.

39-3.03 REMOVE ASPHALT CONCRETE DIKES

39-3.03A General

Section 39-3.03 applies to removing asphalt concrete dikes outside the limits of excavation.

39-3.03B Materials

Not Used

39-3.03C Construction

Reserved

39-3.03D Payment

Not Used

39-3.04 COLD PLANING ASPHALT CONCRETE PAVEMENT

39-3.04A General

Section 39-3.04 includes specifications for cold planing asphalt concrete pavement.

Cold planning asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planning.

39-3.04B Materials

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-1.15.

39-3.04C Construction

39-3.04C(1) 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 unless a wider cutter head is authorized.
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 such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

If you do not complete placing the HMA surfacing before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement.
2. Place HMA during the next work shift.
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the corrective action plan is authorized.

39-3.04C(2) Grade Control and Surface Smoothness

Install and maintain grade and transverse slope references.

The final cut must result in a neat and uniform surface.

The completed surface of the planed 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.

39-3.04C(3) Planed Material

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

39-3.04C(4) 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
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

39-3.04D Payment

Not Used

39-3.05 REMOVE BASE AND SURFACING

39-3.05A General

Section 39-3.05 includes specifications for removing base and asphalt concrete surfacing.

39-3.05B Materials

Not Used

39-3.05C Construction

Where base and surfacing are described to be removed, remove base and surfacing to a depth of at least 6 inches below the grade of the existing surfacing. Backfill resulting holes and depressions with embankment material under section 19.

39-3.05D Payment

The payment quantity for remove base and surfacing is the volume determined from the dimensions shown.

39-3.06–39-3.08 RESERVED

DRAFT

AA

84 MARKINGS

Delete the 9th paragraph of Section 84-2.03B(6) of the RSS

Replace the 4th paragraph of Section 84-2.04 of the RSS with:

A double painted traffic stripe consisting of two 6-inch-wide yellow stripes is measured as a single traffic stripe.

Replace *Reserved* in section 84-9.03B of the RSS with:

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

DRAFT

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DIVISION X ELECTRICAL WORK

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87 ELECTRICAL SYSTEMS

Add to Section 87-7.01:

The Rectangular Rapid Flashing Beacon (RRFB) shall be solar powered and synchronized via BlinkerBeam Wireless Transceivers to the advanced flashing warning sign beacon so that either pedestrian push button energizes both signs to flash. The system components shall remain synchronized throughout the duration of the flash (timeout) cycle.

The 20 Watt solar panel shall be affixed to the top-of-pole cabinet that is mounted at a fixed 45 degree angle. The 44Ah battery power shall be achieved using quantities two batteries of 22 Ah each and shall be housed inside the control cabinet.

The RRFB sign assembly shall be a TAPCO Rectangular Rapid Flashing Beacon, Type RRFB 20W/44Ah Top-of-Pole Self-Contained Control Cabinet or approved equivalent. The beacon materials and functions shall be fully compliant with all applicable updated CAMUTCD standards.

Add to Section 87-7.02 of the RSS:

Install solar powered advanced flashing warning beacons in the locations specified in the plans. The solar powered advanced flashing warning beacon materials and functions shall be fully compliant with all applicable CAMUTCD standards and guidelines.

The solar powered advanced flashing warning beacon shall be TAPCO Blinker Beacon Solar LED Beacon or approved equal.

A SR4-1(CA) sign shall be mounted with a new flashing beacon as shown in the plans.

The battery shall be field replaceable with a lifespan of a minimum of 3 years, the flash pattern shall comply with the most updated CAMUTCD standards, and shall have at least 3 years of manufacturer warranty.

Replace Section 87-7.04 with:

The payment of the Rectangular Rapid Flashing Beacon shall be considered as included in the payment for "Flashing Beacon System." The payment includes materials and installation for the RRFB system complete in place including post anchorage system, post hardware, sign panel, top-of-pole self-contained control cabinet, rectangular rapid flashing beacon assembly, push button assembly, batteries, and all other materials required for a complete and operational system.

The payment of the advanced flashing warning beacon shall be considered as included in the payment for "Advanced Flashing Warning Sign." The payment includes materials and installation of each beacon complete in place including post anchorage system, post, hardware, sign panel, LED flashing beacon, solar panel, beacon control assembly, batteries, and all other materials required for a complete and operational system.

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**REVISED STANDARD SPECIFICATIONS 2018
DATED 4-19-19**

ORGANIZATION

Revised standard specifications are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revised term, phrase, clause, paragraph, or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the paragraphs or sections that follow.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

1 GENERAL

04-19-19

Add between the 1st and 2nd paragraphs of section 1-1.01:

10-19-18

Global revisions are changes to contract documents not specific to a section of the Standard Specifications. In each contract document at each occurrence, interpret the following terms as shown:

Term	Interpretation	Conditions
Fed-Std-595	AMS Std 595	--

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

04-19-19

CSC	conductor signal cable	
-----	------------------------	--

Replace the 9th row in the table of section 1-1.11 with:

04-19-19

Department of Conservation, Division of Mine Reclamation	http://www.conservation.ca.gov/dmr	--	--
---	---	----	----

Add to the table in section 1-1.11:

04-19-19

Data Interchange for Materials Engineering	https://dime.dot.ca.gov	MATERIALS ENGINEERING AND TESTING SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227-5238
SWRCB, Land Disposal Program	https://www.waterboards.ca.gov/water_issues/programs/land_disposal/walist.html	--	--

2 BIDDING

10-19-18

Replace the 5th paragraph of section 2-1.12B(1) with:

10-19-18

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possesses the most specific available NAICS codes or work codes applicable to the type of work the firm will perform on the Contract.

Replace section 2-1.12B(2) with:

10-19-18

2-1.12B(2) DBE Commitment Submittal

Submit DBE information under section 2-1.33.

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form no later than 4 p.m. on the 5th day after bid opening. If the last day for submitting the quote falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

Add between the 4th and 5th paragraphs of section 2-1.15B:

10-19-18

Submit a copy of the quote from each DVBE listed on the Certified DVBE Summary form that describes the type and dollar amount of work shown on the form no later than 4 p.m. on the 4th business day after bid opening.

Add between the 3rd and 4th paragraphs of section 2-1.15C(1):

10-19-18

Submit a copy of the quote from each DVBE listed on the Certified DVBE Summary form that describes the type and dollar amount of work shown on the form no later than 4 p.m. on the 4th business day after bid opening.

Add between the 1st and 2nd paragraphs of section 2-1.18C:

10-19-18

Failure to submit a completed Certified Small Business Listing for the Non–Small Business Preference form by 4 p.m. on the 2nd business day after bid opening will result in a nonresponsive bid.

Replace section 2-1.33B with:

10-19-18

2-1.33B Bid Form Submittal Schedules

2-1.33B(1) General

The *Bid* book includes forms specific to the Contract. The deadlines for the submittal of the forms vary depending on the requirements of each Contract. Determine the requirements of the Contract and submit the forms based on the applicable schedule specified in section 2-1.33B.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

2-1.33B(2) Federal-Aid Contracts

2-1.33B(2)(a) General

Section 2-1.33B(2) applies to a federal-aid contract.

2-1.33B(2)(b) Contracts with a DBE Goal

2-1.33B(2)(b)(i) General

Section 2-1.33B(2)(b) applies if a DBE goal is shown on the *Notice to Bidders*.

2-1.33B(2)(b)(ii) Bid Form Submittal

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Federal-Aid Contract with a DBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
DBE Commitment	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Confirmation	No later than 4 p.m. on the 5th day after bid opening ^b
DBE Good Faith Efforts Documentation	No later than 4 p.m. on the 5th day after bid opening ^b

^aSubmit only if you choose the option.

^bIf the last day for submitting the bid form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

2-1.33B(2)(b)(iii) Reserved

2-1.33B(2)(c) Contracts without a DBE Goal

2-1.33B(2)(c)(i) General

Section 2-1.33B(2)(c) applies if a DBE goal is not shown on the *Notice to Bidders*.

2-1.33B(2)(c)(ii) Bid Form Schedule

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Federal-Aid Contract without a DBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration numbers	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid

^aSubmit only if you choose the option.

2-1.33B(2)(c)(iii) Reserved

2-1.33B(2)(d)–2-1.33B(2)(h) Reserved

2-1.33B(3) Non-Federal-Aid Contracts

2-1.33B(3)(a) General

Section 2-1.33B(3) applies to non-federal-aid contracts.

2-1.33B(3)(b) Contracts with a DVBE Goal

2-1.33B(3)(b)(i) General

Section 2-1.33B(3)(b) applies if a DVBE goal is shown on the *Notice to Bidders*.

2-1.33B(3)(b)(ii) Bid Form Submittal

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Federal-Aid Contract with a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
Certified DVBE Summary	No later than 4 p.m. on the 4th business day after bid opening
California Company Preference	Time of bid
Request for Small Business Preference or Non-Small Business Preference ^a	Time of bid
Certified Small Business Listing for the Non-Small Business Preference ^a	No later than 4 p.m. on the 2nd business day after bid opening

^aSubmit only if you choose the option or preference.

2-1.33B(3)(b)(iii) Reserved

2-1.33B(3)(c) Contracts without a DVBE Goal

2-1.33B(3)(c)(i) General

Section 2-1.33B(3)(c) applies if a DVBE goal is not shown on the *Notice to Bidders*.

2-1.33B(3)(c)(ii) Bid Form Submittal

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a
Non-Federal-Aid Contract without a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations ^a	Time of bid
California Company Preference	Time of bid
Certified DVBE Summary ^b	No later than 4 p.m. on the 4th business day after bid opening
Request for Small Business Preference or Non-Small Business Preference ^a	Time of bid
Certified Small Business Listing for the Non-Small Business Preference ^a	No later than 4 p.m. on the 2nd business day after bid opening

^aSubmit only if you choose the option or preference.

^bSubmit only if you obtain DVBE participation or you are the apparent low bidder, 2nd low bidder, or 3rd low bidder and you choose to receive the specified incentive.

2-1.33B(3)(c)(iii) Reserved

2-1.33B(3)(d)–2-1.33B(3)(h) Reserved

2-1.33B(4)–2-1.33B(9) Reserved

5 CONTROL OF WORK

10-19-18

Replace the 6th paragraph of section 5-1.13B(2) with:

If the Department authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the most specific available NAICS or work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The Department may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

10-19-18

Replace the 2nd sentence in the 2nd paragraph of section 5-1.13C with:

The substitute must be another DVBE, unless DVBEs are not available. The substitute must perform the work originally stated.

10-19-18

Replace the 6th paragraph of section 5-1.13C with:

If a DVBE substitute is not available, requests for substitutions of a listed DVBE must include:

10-19-18

1. Contact with the DVBE advocate from the Department and the Department of Veteran Affairs

2. Search results from the Department of General Services' website of available DVBEs
3. Communication with a DVBE community organization nearest the job site, if applicable
4. Documented communication with DVBEs describing the work to be performed, the percentage of the total bid, the corresponding dollar amount, and the responses to the communication

Replace section 5-1.24 with:

10-19-18

5-1.24 CONSTRUCTION SURVEYS

5-1.24A General

The Department places stakes and marks under chapter 12, "Construction Surveys," of the Department's *Surveys Manual*.

Submit your request for Department-furnished stakes:

1. Once staking area is ready for stakes
2. On a Request for Construction Staking form

After your submittal, the Department starts staking within 2 business days.

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.

Replace section 5-1.26 with:

10-19-18

5-1.26 RESERVED

Replace item 1.2 in the list in the 1st paragraph of section 5-1.43E(2)(b) with:

10-19-18

- 1.2. Have completed training by the Department

Replace item 1.2 in the list in the 1st paragraph of section 5-1.43E(3)(b) with:

10-19-18

- 1.2. Have completed training by the Department

^^

6 CONTROL OF MATERIALS

04-19-19

Replace section 6-1.03 with:

04-19-19

6-1.03 LOCAL MATERIALS

6-1.03A General

Local material must be rock, sand, gravel, earth, or mineral material other than local borrow, or selected material obtained or produced from a source in the work vicinity, specifically for use on the project. Local borrow must not be a material from an established commercial source.

Upon your request, the Department tests material for quality characteristics from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge you for the tests; otherwise, the Department deducts the test costs.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

04-19-19

Replace the 6th through 10th paragraphs of section 7-1.02K(3) with:

04-19-19

You may submit certified payroll records electronically using the Department's secure file transfer protocol site. For information on electronic submission of certified payroll records, go to the Department's Division of Construction website.

Submit payroll records electronically in a nonmodifiable PDF file, using the following file-naming convention:

TT-EA-WE-DOCTYPE.PDF

where:

TT = district, leading zero

EA = Contract number, excluding the district identification number, expressed as 6 characters

WE = week ending date entered as month, leading zero; day of month, leading zero; year, last 2 digits

DOCTYPE = labor payroll document type, CP for Certified Payroll, FB for Fringe Benefit Statement, or SC for Statement of Compliance

Before submitting the payroll records electronically, you and your subcontractors must each complete and sign the Request for Electronic Submission of Certified Payroll Records and e-mail it in PDF format to the district Labor Compliance Office. The Department provides you and your subcontractors' assigned representatives the accounts and user identifications by e-mail after each Request for Electronic Submission of Certified Payroll Records is received.

Each electronic submission must:

1. Include certified payroll records in a nonmodifiable PDF file
2. Include a signed Statement of Compliance form with each weekly record as a nonmodifiable PDF file
3. Be received by the Department by close of business on the 15th day of the month for the prior month's work

Replace the 1st sentence in the 5th paragraph of section 7-1.02K(6)(a) with:

10-19-18

Submit copies of your Injury and Illness Prevention Program, Code of Safe Practices, and permits required by Cal/OSHA as informational submittals.

Replace *Reserved* in section 7-1.02M(2) with:

04-19-19

Submit the names and emergency telephone numbers of the nearest fire suppression agencies before the start of job site activities as an informal submittal. Post the names and phone numbers at a prominent place at the job site.

Cooperate with fire prevention authorities in performance of the work.

3. Allowance for profit not to exceed 4 percent of the cost of the work performed where a likelihood of having made a profit had the Contract not been terminated is shown.
4. Material handling costs for material returned to the vendor or disposed of as ordered.
5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.
6. Overhead costs.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

9 PAYMENT

04-19-19

Replace section 9-1.07B(5) with:

10-19-18

9-1.07B(5) Hot Mix Asphalt Containing Reclaimed Asphalt Pavement

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formula:

$$Qrap = HMARTT \times Xaa$$

where:

$$Xaa = Xta - [(Xrap \times Xra \times (Xta - 100)) / (100 \times (Xra - 100))]$$

and:

Qrap = quantity in tons of asphalt used in HMA containing RAP

HMARTT = HMA containing RAP, total tons placed

Xaa = asphalt content of HMA containing RAP adjusted to exclude the asphalt content in RAP, expressed as a percentage of the total weight of HMA containing RAP

Xta = total theoretical asphalt content in HMA containing RAP from the job mix formula, expressed as a percentage of the total weight of HMA containing RAP

Xrap = RAP percentage in HMA containing RAP from the job mix formula, expressed as a percentage of the total dry weight of aggregate in HMA containing RAP

Xra = average asphalt content of RAP from the job mix formula, expressed as percentage of total weight of RAP

Replace the 2nd sentence in the 7th paragraph of section 9-1.11E with:

04-19-19

The cost is determined under section 9-1.05 except no markup is allowed.

Replace section 9-1.16C with:

10-19-18

9-1.16C Materials On Hand

A material on hand but not incorporated into the work is eligible for a progress payment if:

1. Compliant with other Contract parts
2. Material cost exceeds either of the following:
 - 2.1. \$50,000
 - 2.2. \$25,000 if the requestor is certified as one or more of the following:
 - 2.2.1. DVBE
 - 2.2.2. DBE

2.2.3. Small business as certified by Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services

3. Purchased
4. Invoice is submitted
5. Stored within the State and you submit evidence that the stored material is subject to the Department's control
6. Protected from weather and contamination
7. Water pollution control measures are established and maintained
8. Requested on the Department-furnished form

Replace item 4 in the list in the 4th paragraph of section 9-1.17D(2)(b) with:

04-19-19

4. Within 30 days of receiving the proposed final estimate, submit an audit report prepared by an independent CPA for the performance period from contract approval date to contract acceptance date, including:
 - 4.1. Calculations with supporting documentation of actual home office and project field overhead costs
 - 4.2. Calculations specifying the actual daily rates for both field and home office overhead, not including a profit markup, for the entire duration of the project expressed as a rate per working day
 - 4.3. Calculations of your actual field and home office overhead daily rates using the Eichleay Formula calculation based on the performance period, number of working days, overhead cost pools, and all allocation bases from contract and company revenues

Replace the 3rd sentence in the 6th paragraph of section 9-1.17D(2)(b) with:

04-19-19

The attest documentation prepared by the CPA in connection with the audit must be submitted for review with the audit report.

^^

DIVISION II GENERAL CONSTRUCTION
10 GENERAL

04-19-19

Replace the 1st sentence in the 4th paragraph of section 10-6 with:

04-19-19

The sources and discharge of recycled water must comply with the water-recycling criteria of the CDPH, SWRCB Order No. WQ 2016-0068-DDW, and the requirements of the appropriate RWQCB.

^^

11 WELDING

04-19-19

Replace the table in the 3rd paragraph of section 11-1.01 with:

04-19-19

AWS code	Year of adoption
D1.1	2015
D1.3	2018
D1.4	2018
D1.5	2015
D1.6	2017
D1.8	2016

Replace the introductory clause in the 1st paragraph of section 11-1.03 with:

04-19-19

Replace clause 6.1.3 of AWS D1.1, the 1st paragraph of clause 9.1.2 of AWS D1.4, and clause 6.1.2 of AWS D1.5 with:

Replace the introductory clause of the 2nd paragraph of section 11-1.04 with:

04-19-19

Replace clause 6.14.6.1 of AWS D1.1, clause 9.8.1 of AWS D1.4, and clause 6.1.3.4 of AWS D1.5 with:

Add before the 1st paragraph of section 11-1.05:

04-19-19

Replace the first sentence of clause 5.21.1.1 of AWS D1.1 with the following:

5.21.1.1. The separation between surfaces of plug and slot welds, and of joints landing on a backing, shall not exceed 1/16 in [2 mm].

Replace clause 3.3.1.1 of AWS D1.5 with the following:

3.3.1.1. The separation between surfaces of plug and slot welds, and of joints landing on a backing, shall not exceed 2 mm [1/16 in].

Replace item 2 in the list in the 2nd paragraph of section 11-1.05 with:

04-19-19

2. Be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria must comply with the applicable AWS codes. The type of mechanical testing must be authorized.

Replace the 1st paragraph of 11-1.06 with:

04-19-19

Replace item 3 of clause 6.26.3.2 of AWS D1.5 with:

3. If indications that exhibit these planar characteristics are present at scanning sensitivity, or other evidence exists to suggest the presence of transverse cracks, a more detailed evaluation of the discontinuity by other means must be performed (e.g., alternate UT techniques, RT, grinding, or gouging for visual inspection or MT of the excavated areas.)

Replace the scanning angle in clause 6.24.2.2 of AWS D1.5 with:

Up to 45 degrees

12 TEMPORARY TRAFFIC CONTROL

04-19-19

Replace section 12-3.21B with:

04-19-19

Temporary traffic screen panels must be one of the following:

1. CDX grade or better plywood
2. Weather-resistant strand board
3. Plastic

Plastic temporary traffic screen panels must be on the Authorized Material List for temporary traffic screen.

Wale boards for use with plywood or strand board must be Douglas fir, rough sawn, construction grade or better.

Pipe screen supports must be schedule 40, galvanized steel pipe.

Nuts, bolts, and washers must be cadmium plated.

Screws must be black or cadmium-plated flat head, cross-slotted, with full-thread length.

Replace section 12-3.33 with:

04-19-19

12-3.33 TEMPORARY SIGNAL SYSTEMS

12-3.33A General

Section 12-3.33 includes specifications for installing, maintaining, and removing temporary signal systems, including installing lighting and flashing beacons for traffic control.

Temporary signal systems must comply with section 87-20.

12-3.33B Materials

Not Used

12-3.33C Construction

If the temporary signal system is out of operation, provide flaggers to control the traffic until the traffic signals are in operation.

12-3.33D Payment

Not Used

Replace section 12-4.01C with:

10-19-18

Not Used

Replace the 3rd paragraph of section 12-4.02C(2)(a) with:

10-19-18

Within 5 business days after completion of the training, the Department provides LCS accounts and user IDs to your assigned, trained representatives.

Replace the list in the 1st paragraph of section 12-4.02C(7)(d) with:

10-19-18

- 1. Installation, removal, or replacement of an overhead power line or other utility cable across the highway
- 2. Installation or removal of traffic control devices in areas without a standard-width shoulder
- 3. Transportation of large equipment across the highway
- 4. Access to median areas for workers or equipment

^^

13 WATER POLLUTION CONTROL

04-19-19

Add after the 2nd paragraph of section 13-1.01C(5):

04-19-19

For partial listing of disposal facilities and their waste acceptance list, go to SWRCB website.

04-19-19

Delete item 2.6.3 in the list of section 13-1.01D(4)(c).

Replace the 1st paragraph of section 13-2.01C with:

04-19-19

Within 7 days after Contract approval, submit one printed copy and an electronic copy on a read-only CD, DVD, or other authorized data-storage device of your WPCP unless different quantities are ordered at the preconstruction conference. You may assign a QSP other than the WPC manager to develop the WPCP.

Replace item 4 in the list in the 2nd paragraph of section 13-2.01C with:

04-19-19

- 4. Show the locations and types of temporary WPC practices that will be used in the work for whichever has the longest duration in the first:
 - 4.1. 60 days
 - 4.2. Construction phase

Replace the 4th paragraph of section 13-2.01C with:

04-19-19

After the Engineer authorizes the WPCP, submit one printed copy and an electronic copy on a read-only CD, DVD, or other Engineer-authorized data-storage device of the authorized WPCP.

04-19-19

Delete the row for Annual Certification in the table in section 13-3.01C(1).

Replace the 1st paragraph of section 13-3.01C(2)(a) with:

04-19-19

Within 15 days of Contract approval, submit one printed copy and an electronic copy on a read-only CD, DVD, or other authorized data-storage device of your SWPPP unless different quantities are ordered at the preconstruction conference. You may assign a QSD other than the WPC manager to develop the SWPPP.

Replace item 4 in the list in the 2nd paragraph of section 13-3.01C(2)(a) with:

4. Include a schedule showing when:
 - 4.1. Work activities that could cause the discharge of pollutants into stormwater will be performed
 - 4.2. WPC practices, including soil stabilization and sediment control, that will be used in the work for whichever has the longest duration in the first:
 - 4.2.1. 60 days
 - 4.2.2. Construction phase

Replace the 4th paragraph of section 13-3.01C(2)(a) with:

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data-storage device and 4 printed copies of the authorized SWPPP unless fewer quantities are authorized at the preconstruction conference.

Replace the introductory clause in the 7th paragraph of section 13-3.01C(2)(a) with:

Submit a revised SWPPP annually before September 15th and any time:

Add after the 7th paragraph of section 13-3.01C(2)(a):

Revise the SWPPP through amendment. The annual SWPPP amendment must include an annual winterization plan.

The annual winterization plan must describe the preparation for the upcoming rainy season including:

1. Updated schedule
2. Materials and labor
3. Management of stormwater through the job site including:
 - 3.1. Run-on
 - 3.2. Run-off
 - 3.3. Conveyance downslope
4. Management of areas within the job site including:
 - 4.1. Areas where work is suspended
 - 4.2. Areas of soil stabilization
 - 4.3. New disturbed soil areas
5. Changes to monitoring locations
6. Slope stabilization

Delete section 13-3.01C(5).

AA

14 ENVIRONMENTAL STEWARDSHIP

Add between the 3rd and 4th paragraphs of section 14-10.01:

If ordered, remove solid waste from illegal dumping on the project site. This work is change order work.
Illegal dumping is:

1. Third party nonhazardous residential or commercial waste
2. Greater than 1.0 cubic yard per event

Delete section 20-2.01A(4)(e).

10-19-18

Replace the 1st paragraph of section 20-2.01B(5) with:

10-19-18

Pull boxes must comply with section 86-1.02C and be no. 5 or larger. Pull boxes for low voltage conductors must not have side openings.

Replace the 2nd paragraph of section 20-2.01B(5) with:

04-19-19

Pull box covers used for control and neutral conductors for irrigation equipment operated by the irrigation controller must be marked *SPRINKLER CONTROL*.

Add to section 20-2.01B:

04-19-19

20-2.01B(9) Woven Wire Cloth and Gravel

Woven wire cloth must be galvanized and manufactured with a minimum diameter of 19-gauge wire and have square openings from 1/4 to 1/2 inches.

Gravel must be 3/4-inch gravel or crushed rock. Gravel or crushed rock must be clean, washed, dry, and free from clay or organic material.

Replace the 1st paragraph of section 20-2.01C(2) with:

10-19-18

Perform trenching and backfilling under section 87-1.03E(2).

Replace the introductory clause to the list in the 1st paragraph of section 20-2.01C(3) with:

10-19-18

Install pull boxes under section 87-1.03C at the following locations:

Add to section 20-2.01C(4):

04-19-19

Install valve boxes on woven wire cloth and gravel or crushed rock.

Replace the 1st paragraph of section 20-2.04A(4) with:

10-19-18

Perform field tests on control and neutral conductors. Field tests must comply with the specifications in section 87-1.01D(2)(a).

Replace the 1st and 2nd paragraphs of section 20-2.04B with:

10-19-18

Control and neutral conductors must comply with the provisions for conductors and cables in section 86-1.02F.

Electrical conduit and fittings must comply with section 86-1.02(B).

Replace the 1st paragraph of section 20-2.04C(4) with:

04-19-19

Splice conductors with a UL-listed connector manufactured for copper wire, direct burial irrigation systems. Connector must be prefilled with a moisture sealing compound that encapsulates and protects the splice in a waterproof housing. Connector must be sized for the number and gauge of the conductors at the splice.

Replace the introductory clause of the 1st paragraph of section 20-2.06B(3) with:

10-19-18

The irrigation controller enclosure cabinet must comply with section 86-1.02Q and must:

Add to the beginning of section 20-2.06C:

10-19-18

Install the irrigation controller enclosure cabinet under 87-1.03Q(1).

Replace the 3rd paragraph of section 20-2.09B(1) with:

04-19-19

Threaded nipples for swing joints and risers must be schedule 80, PVC 1120 or PVC 1220 pipe, and comply with ASTM D1785.

Replace the table in the 3rd paragraph of section 20-3.01B(2)(a) with:

10-19-18

Plant group designation	Description	Container size (cu in)
A	No. 1 container	152–251
B	No. 5 container	785–1242
C	Balled and burlapped	--
E	Bulb	--
F	In flats	--
H	Cutting	--
I	Pot	--
K	24-inch box	5775–6861
M	Liner ^a	--
O	Acorn	--
P	Plugs ^{a, b}	--
S	Seedling ^c	--
U	No. 15 container	2768–3696
Z	Palm Tree	--

^aDo not use containers made of biodegradable material.

^bGrown in individual container cells.

^cBare root.

Replace the introductory clause of the 1st paragraph of section 20-3.01B(4)(b) with:

10-19-18

Slow-release fertilizer must be a pelleted or granular form with a nutrient release over a 3 to 4 month period and be within the chemical analysis ranges shown in the following table:

Replace section 20-3.01C(3) with:

10-19-18

Water plants as needed to keep the plants in a healthy growing condition.

DIVISION IV SUBBASES AND BASES

28 CONCRETE BASES

04-19-19

Replace the 1st paragraph of section 28-2.01D(1)(a) with:

04-19-19

The cylinders for compressive strength testing under ASTM C31 or ASTM C192 must be 6 by 12 inches.

Replace the 1st paragraph of section 28-2.02B with:

04-19-19

The SCM content requirements in the 4th paragraph of section 90-1.02B(3) do not apply to LCB.

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

04-19-19

Replace the 1st and 2nd paragraphs of section 39-2.01A(3)(d) with:

04-19-19

If ordered, submit QC test results within 3 business days of a request.

Add to section 39-2.01A(4)(h)(v):

04-19-19

AASHTO T 324 (modified) and AASHTO T 283 are not required if production start-up evaluation is within 45 days of the date the Hot Mix Asphalt Verification form is signed.

If production stops for more than 60 days, perform a production start-up evaluation. If production stops for more than 30 days but less 60 days, perform a reduced production start-up evaluation. Reduced production start-up evaluation is production start-up evaluation without AASHTO T 324 and AASHTO T 283.

If production start-up evaluation fails, do not begin production.

Add between the 3rd and 4th paragraphs of section 39-2.01A(4)(i)(i):

04-19-19

You must assist in collecting Engineer acceptance samples. Sample in the presence of the Engineer. Split the Engineer acceptance samples into at least 4 parts. Engineer retains 3 parts and you keep 1 part.

Replace the 1st through 3rd paragraphs of section 39-2.01A(4)(i)(iv) with:

04-19-19

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. You and the Engineer may only dispute each other's test results if one party's test results pass and the other party's test results fail.

If there is a dispute, submit your test results and copies of paperwork including worksheets used to determine the disputed test results within 3 business day of receiving Engineer's test results. An independent third party performs referee testing. Before the third party participates in a dispute resolution, it must be qualified under AASHTO resource program and the Department's Independent Assurance Program. The independent third party must have no prior direct involvement with this Contract. By mutual agreement, the independent third party is chosen from:

1. Department laboratory in a district or region not in the district or region the project is located
2. Transportation Laboratory
3. Laboratory not currently employed by you or your HMA producer

If the Department's portion of the split acceptance samples are not available, the independent third party uses any available material agreed by you and the Engineer as representing the disputed HMA for evaluation.

Replace the row for *Moisture susceptibility (min, psi, dry strength)* in the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e) with:

04-19-19

For RAP substitution equal to or less than 15% moisture susceptibility (min, psi, dry strength)	AASHTO T 283	100
For RAP substitution greater than 15% moisture susceptibility (psi, dry strength)	AASHTO T 283	100-300 ^h

Add a footnote to the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e):

04-19-19

^hNot required in the following areas:

1. Southern San Luis Obispo or Santa Barbara County in District 5.
2. Kern County in District 6.
3. Kings County in District 6: route 5, post mile 0 to 17; route 33, post mile 0 to 19; route 41, post mile 0 to 16.
4. Tulare County in District 6: route 65, post mile 0 to 10; route 99, post mile 0 to 10; route 43, post mile 0 to 15.

Replace the row for *Moisture susceptibility, dry strength* in the table in the 1st paragraph of section 39-2.02B(2) with:

04-19-19

For RAP substitution equal to or less than 15% moisture susceptibility (min, psi, dry strength)	AASHTO T 283	100
For RAP substitution greater than 15% moisture susceptibility (psi, dry strength)	AASHTO T 283	100-300 ^e

Add a footnote to the table in the 1st paragraph of section 39-2.02B(2):

04-19-19

^eNot required in the following areas:

1. Southern San Luis Obispo or Santa Barbara County in District 5.
2. Kern County in District 6.
3. Kings County in District 6: route 5, post mile 0 to 17; route 33, post mile 0 to 19; route 41, post mile 0 to 16.
4. Tulare County in District 6: route 65, post mile 0 to 10; route 99, post mile 0 to 10; route 43, post mile 0 to 15.

Replace the 3rd and 4th paragraphs of section 39-2.02B(2) with:

04-19-19

For RAP substitution of 15 percent or less, the grade of the virgin binder must be the specified grade of asphalt binder for Type A HMA.

For RAP substitution greater than 15 percent and not exceeding 25 percent, the grade of the virgin binder must be the specified grade of asphalt binder for Type A HMA with the upper and lower temperature classification reduced by 6 degrees C. Hamburg wheel track requirements are based on the grade of asphalt binder specified for Type A HMA.

Replace the 2nd sentence in the 2nd paragraph of section 39-2.02B(11) with:

04-19-19

For RAP substitution of 15 percent or less, RAP must be within ± 3 of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within ± 3 of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 25 percent.

Replace the 8th and 9th paragraphs of section 39-2.04C with:

04-19-19

For RHMA-O and RHMA-O produced with WMA water injection technology, and RHMA-O-HB and RHMA-O-HB produced with WMA water injection technology:

1. Spread and compact if the ambient air temperature is at least 55 degrees F and the surface temperature is at least 60 degrees F
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 degrees F
3. Complete compaction before the surface temperature drops below 250 degrees F

For RHMA-O produced with WMA additive technology and RHMA-O-HB produced with WMA additives technology:

1. Spread and compact if the ambient air temperature is at least 45 degrees F and the surface temperature is at least 50 degrees F
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 270 degrees F
3. Complete compaction before the surface temperature drops below 240 degrees F

Spread sand at a rate from 1 to 2 lb/sq yd on RHMA-O and RHMA-O-HB with or without WMA technology pavement after finish rolling activities are complete. Keep traffic off the pavement until spreading of the sand is complete.

40 CONCRETE PAVEMENT

10-19-18

Replace the 2nd paragraph of section 40-1.01C(9) with:

10-19-18

Submit your coefficient of thermal expansion test data at:

<https://dime.dot.ca.gov/>

DIVISION VI STRUCTURES
46 GROUND ANCHORS AND SOIL NAILS

04-19-19

Add to the list in the 1st paragraph of section 46-1.01C(3):

12. Digital photo logs of extracted test soil nails

10-19-18

Replace the 2nd paragraph of section 46-1.01C(3) with:

10-19-18

Submit the test data in electronic and hard copy format within 1 business day after testing is complete. Upon completion of the wall, send an email of the soil nail test results as a tabulated spreadsheet to the Engineer and Geotechnical.Data@dot.ca.gov. Include the contract number and Department's structure number of the wall in the subject line of the email.

Replace *Not Used* in section 46-1.01D(1) with:

10-19-18

Welding must comply with AWS D1.1.

Add to the end of section 46-1.03A:

10-19-18

Shotcrete must comply with section 53-2.

Delete the 3rd paragraph of section 46-1.03B.

10-19-18

Replace the 1st sentence in the 2nd paragraph of section 46-2.02B with:

10-19-18

The anchorage enclosure and the steel tube and bearing plate of the anchorage assembly must be galvanized steel and comply with sections 55-1.02D(1) and 55-1.02E(1).

Replace item 9 in the list in the 3rd paragraph of section 46-2.02D with:

10-19-18

9. Have the physical properties shown in Table 4.1 of *Recommendations for Prestressed Rock and Soil Anchors* published by the Post-Tensioning Institute

Replace the 4th paragraph of section 46-2.03D with:

10-19-18

Immediately after lock-off, perform a lift-off test to verify that the lock-off load has been attained. The lift-off load must be within 10 percent of the specified lock-off load. If necessary adjust the shim thickness to achieve the lock-off load. If the load is not within 10 percent of the specified lock-off load, the anchorage must be reset and another lift-off load reading must be made. Repeat the process until the specified lock-off load is obtained.

Replace the 2nd paragraph of section 46-3.01A with:

10-19-18

A soil nail consists of a solid steel bar with an anchorage assembly that is placed in a drilled hole and then grouted.

Replace section 46-3.01D(2)(b)(ii)(1) with:

10-19-18

46-3.01D(2)(b)(ii)(1) General

Determine the test load using the following equation:

$$T = L_b \times Q_b$$

where:

T = test load, pounds

L_b = soil nail bonded length, feet, 10 feet minimum

Q_b = test load per unit length of bond, pounds/foot

Replace the 8th paragraph of section 46-3.01D(2)(b)(ii)(2) with:

04-19-19

If the Engineer revises soil nail lengths or test load per unit length of bond values, any additional verification test soil nails are change order work.

Replace section 46-3.02A with:

04-19-19

46-3.02A General

Each production soil nail must be either a solid steel bar encapsulated full length in a grouted corrugated plastic sheathing or an epoxy-coated prefabricated solid steel bar partially encapsulated in a grouted corrugated plastic sheathing as shown.

Epoxy-coated prefabricated solid steel bars must comply with the specifications for epoxy-coated prefabricated reinforcement in section 52-2.03, except the average coating thickness after curing must be from 10 to 15 mils.

Solid steel bar for test soil nails is not required to be epoxy coated or encapsulated in grouted plastic sheathing.

Replace the heading of section 46-3.02B with:

10-19-18

Anchorage Assemblies

Replace section 46-3.02C with:

10-19-18

46-3.02C Solid Steel Bars

Solid steel bars must be either:

1. Threaded bars with spirally-deformed, ribbed threads continuous along the entire length of the bar.
2. Deformed reinforcing bars with at least a 6-inch length of thread cut into the bar on the anchorage end. Use coarse threading and the next larger reinforcing bar size.

Solid steel bars must comply with ASTM A615/A615M or A706/A706M, Grade 60 or ASTM A615/A615M, Grade 75.

Splicing must be authorized.

Epoxy coating at the anchorage end of epoxy-coated bars may be omitted for a maximum of 6 inches. Metal surfaces of assembled splices of epoxy-coated bars must be epoxy coated.

Delete the 7th paragraph of section 48-2.01C(2).

Replace the 4th paragraph of section 48-2.02B(2) with:

10-19-18

The assumed horizontal load the falsework bracing system must resist must be the sum of the actual horizontal loads due to equipment, construction sequence or other causes, and a wind loading. The assumed horizontal load in any direction must be at least 2 percent of the total dead load.

Replace the table in the 2nd paragraph of section 48-2.02B(3)(b) with:

10-19-18

Quality characteristic	Requirement
Compression perpendicular to the grain (psi)	450
Compression parallel to the grain (psi)	$480,000/(L/d)^2$; 1,600 maximum
Flexural stress	1,800 psi; 1,500 psi maximum for members with a nominal depth of 8 inches or less.
Horizontal shear (psi)	140
Axial tension (psi)	1,200
Deflection due to concrete loading only	1/240 of span length
Modulus of elasticity (E) (psi)	1.6×10^6
Timber piles (tons)	45

NOTES:

L = unsupported length, inches

d = least dimension of a square or rectangular column or the width of a square of equivalent cross-sectional area for round columns, inches

Replace the table in the 3rd paragraph of section 48-2.02B(3)(c) with:

10-19-18

Quality characteristic	Requirement
Compression, flexural (psi)	$12,000,000/[(L \times d)/(b \times t)]^a$
Deflection due to concrete loading only	1/240 of the span
Modulus of elasticity (E) (psi)	30×10^6

NOTES:

L = unsupported length, inches

d = least dimension of rectangular columns or the width of a square of equivalent cross-sectional area for round columns, or the depth of beams, inches

b = width of the compression flange, inches

t = thickness of the compression flange, inches

F_y = specified minimum yield stress in psi

^aNot to exceed (1) 22,000 psi for unidentified steel, (2) 22,000 psi for steel complying with ASTM A36/A36M, or (3) $0.6F_y$ for other identified steel

Add to section 48-2.02:

10-19-18

48-2.02C Falsework Lighting

48-2.02C(1) General

Reserved

48-2.02C(2) Pavement Illumination

Pavement illumination fixture must:

1. Have commercial-type flood lamp holder with protective covers.
2. Be fully adjustable with brackets and locking screws.
3. Mount directly to a standard metal junction box.
4. Have a medium-base PAR-38 quartz-halogen flood lamp or an equivalent energy efficient alternative emitting 1,700 to 2,200 lumens with a correlated color temperature of 3,000 kelvin or less.

48-2.02C(3) Portal Illumination

Portal illumination includes plywood sheet clearance guides 4 feet wide by 8 feet high and fixtures with a PAR reflector floodlamp or equivalent energy efficient alternatives emitting 1,500 to 1,700 lumens with a correlated color temperature of 3,000 kelvin or less.

48-2.02C(4) Pedestrian Walkway Illumination

Pedestrian walkway illumination fixtures must be the flush mounted type equipped with a damage-resistant, clear, polycarbonate diffuser lens, an overhead protection shield, and a standard incandescent lamp or equivalent energy efficient alternatives emitting 1,500 to 2,000 lumens with a correlated color temperature of 3,000 kelvin or less.

Add to section 48-2.03A:

10-19-18

Traffic must be detoured, from the lanes over which falsework is being erected, released, or removed.

Replace the 3rd paragraph of section 48-2.03B with:

10-19-18

Falsework piles must be driven and assessed under section 49. The actual nominal pile resistance must be at least twice the falsework pile design load. For pile acceptance, the required number of hammer blows in the last foot of driving is determined using the formula in 49-2.01A(4)(c).

Add between the 2nd and 3rd paragraphs of section 48-2.03C:

10-19-18

Falsework erection includes adjustments or removal of components that contribute to the horizontal stability of the falsework system.

Replace section 48-2.03D with:

10-19-18

48-2.03D Removal

Remove falsework such that portions of falsework not yet removed remain stable at all times.

Falsework release includes blowing sand from sand jacks, turning screws on screw jacks, and removing wedges.

Except for concrete above the deck, do not release falsework supporting any span of a:

1. Simple span bridge before 10 days after the last concrete has been placed
2. Continuous or rigid frame bridge before 10 days after the last concrete has been placed:
 - 2.1. In that span
 - 2.2. In adjacent portions of each adjoining span for a length equal to one-half of the span where falsework is to be released
3. Simple span, continuous, or rigid frame bridge until the supported concrete has attained a compressive strength of 2,880 psi or 80 percent of the specified strength, whichever is greater

Do not release falsework for prestressed portions of structures until prestressing steel has been tensioned.

Do not release falsework supporting any span of a continuous or rigid frame bridge until all required prestressing is complete (1) in that span and (2) in adjacent portions of each adjoining span for a length equal to at least one half of the span where falsework is to be released.

Release falsework supporting spans of CIP girders, slab bridges, or culverts before constructing or installing railings or barriers on the spans unless authorized.

Release falsework for arch bridges uniformly and gradually. Start at the crown and work toward the springing. Release falsework for adjacent arch spans concurrently.

Do not release falsework that supports overhangs, deck slabs between girders, or girder stems that slope 45 degrees or more from vertical before 7 days after deck concrete has been placed.

You may release falsework supporting the sides of girder stems that slope less than 45 degrees from vertical before placing deck concrete if you install lateral supports. Lateral supports must be:

1. Designed to resist rotational forces on the girder stem, including forces due to concrete deck placement
2. Installed immediately after each form panel is removed
3. Installed before releasing supports for the adjacent form panel

Do not release falsework for bent caps supporting steel or PC concrete girders before 7 days after placing bent cap concrete.

Release falsework for structural members subject to bending as specified for simple span bridges.

Do not release falsework for box culverts and other structures with decks lower than the roadway pavement and span lengths of 14 feet or less until the last placed concrete has attained a compressive strength of 1,600 psi. Curing of the concrete must not be interrupted. Falsework release for other box culverts must comply with the specifications for the release of bridge falsework.

Do not release falsework for arch culverts sooner than 40 hours after concrete has been placed.

Remove falsework piling to at least 2 feet below the original ground or streambed. Remove falsework piling driven within ditch or channel excavation limits to at least 2 feet below the bottom and side slopes of the excavated areas.

Dispose of falsework materials and work debris.

Falsework removal systems employing methods of holding falsework by winches, hydraulic jacks with prestressing steel, HS rods, or cranes must also be supported by an independent support system when the falsework removal system is not actively lowering the falsework at vehicular, pedestrian, or railroad traffic openings.

Bridge deck openings used to facilitate falsework removal activities must be formed with a 6-inch maximum diameter opening. The opening must be located away from the wheel paths.

Clean and roughen openings made in the bridge deck. Fill the deck openings with rapid setting concrete complying with section 60-3.02B(2).

Bridge soffit openings used to facilitate falsework removal activities must be formed with a 5-inch maximum diameter.

Anchor 10-inch-square aluminum or galvanized steel wire, 1/4-inch-mesh hardware cloth with a 0.025-inch minimum wire diameter firmly to the inside of the soffit openings. Construct a 1/2-inch drip groove to the outside of soffit openings.

Falsework removal over roadways with a vertical traffic opening of less than 20 feet must start within 14 days after the falsework is eligible to be released and must be completed within 45 days after it is eligible to be released.

48-2.03E Falsework Lighting

48-2.03E(1) General

Provide lighting to illuminate the pavement, portals, and pedestrian walkways at or under openings in the falsework required for traffic.

Install lighting for pedestrian walkway illumination at all pedestrian openings through or under the falsework.

Design falsework lighting such that required maintenance can be performed with a minimum of inconvenience to traffic. Closing of traffic lanes for routine maintenance is not allowed on roadways with posted speed limits greater than 25 mph.

During the hours of darkness, illuminate:

1. Falsework portals
2. Pavement under falsework with portals less than 150 feet apart

Use photoelectric switches to control falsework lighting systems. Pavement under falsework with portals 150 feet or more apart and all pedestrian openings through falsework must be illuminated 24 hours per day.

Aim the lighting fixtures to avoid glare to motorists.

Fasten a Type NMC cable with no. 12 minimum conductors with ground wire to the supporting structure at sufficient intervals to adequately support the cable and within 12 inches from every box or fitting. Use 1/2-inch or larger Type 1 conduit for conductors within 8 feet of ground.

Provide a maximum 20 A fuse for each branch circuit for illumination systems at each bridge location.

Arrange with the service utility to complete service connections for falsework lighting. You pay for energy, line extension, service, and service hookup costs.

48-2.03E(2) Pavement Illumination

Install a continuous row of fixtures beneath falsework structure with the end fixtures not further than 10 feet inside portal faces. Energize the fixtures immediately after the members supporting them have been erected.

Place the fixtures along the sides of the opening not more than 4 feet behind or 2 feet in front of the roadway face of the temporary railing. Mount the fixtures from 12 to 16 feet above the roadway surface without obstructing the light pattern on the pavement.

48-2.03E(3) Portal Illumination

Provide falsework portal illumination on the side facing traffic. Mount fixtures on the structure directly over each vertical support adjacent to the traveled way, as needed, to uniformly illuminate the exterior falsework beam, the clearance guides, and the overhead clearance sign. Each fixture must be supported approximately 16 feet above the pavement and 6 feet in front of the portal face.

Portal illumination clearance guides must:

1. Be fastened vertically, facing traffic, with the bottom of the panel from 3 to 4 feet above the roadway
2. Have the center of the panel located approximately 3 feet horizontally behind the roadway face of the railing
3. Be freshly painted panels for each installation with not less than 2 applications of flat white paint.

Paint testing of painted panels not required.

Portal lighting and clearance guides must be installed on the day the vertical members are erected.

If ordered, repaint the designated areas to improve the general appearance of the painted surfaces. Repainting is change order work.

48-2.03E(4) Pedestrian Walkway Illumination

Provide pedestrian walkway illumination immediately after the overhead protection shield is erected.

Flush mount the fixtures in the overhead protection shield and center them over the passageway at intervals of not more than 15 feet with the end fixtures not more than 7 feet inside the end of the pedestrian openings.

Delete the 4th paragraph of section 48-3.01C(2).

10-19-18

Add between the 9th and 10th paragraphs of section 48-3.02B:

10-19-18

For bridge removal, the temporary support system must resist the design loads and forces shown. As a minimum, the horizontal load to be resisted in any direction for temporary support shoring and temporary bracing must be (1) the sum of actual horizontal loads due to equipment, construction sequence, or other causes plus an allowance for wind and (2) not less than 5 percent of the total dead load of the structure being removed.

Delete the 2nd and 3rd paragraphs of section 48-4.01A.

10-19-18

Replace section 48-4.01C with:

10-19-18

48-4.01C Submittals

Submit shop drawings for temporary decking. Include the following:

1. Description, location, and value of all loads if temporary decking is not shown
2. Details of the connection between the temporary decking and the existing or new structure if temporary decking is not shown
3. Storage location of equipment and materials that allows for 1 shift of work and placement of temporary decking within the time allowed
4. Construction sequence and schedule details
5. Cure time for concrete to be placed under a steel plate system
6. Details for removing temporary decking and restoring the existing structure

If temporary decking is not shown, shop drawings must be signed by an engineer who is registered as a civil engineer in the State.

Replace section 48-4.01D with:

10-19-18

48-4.01D Quality Assurance

If temporary decking is not shown, the temporary decking design must comply with:

1. The unfactored permit loads, braking force, and HL93 loads except lane load from *AASHTO LRFD Bridge Specifications with California Amendments*.
2. Section 48-2.02B(3)
3. Live load deflection must not exceed 1/300 of the temporary decking span for the design load.
4. Temporary decking must have a uniform surface with a coefficient of friction of at least 0.35 when measured under California Test 342.

5. Steel plate systems must be mechanically connected to the existing structure and adjacent approaches. If a steel plate spans a joint, the mechanical connection must accommodate at least 50 percent of the movement rating shown for that joint.
6. Must not overstress, induce permanent forces into, or produce cracking in the existing structure.

Replace section 48-4.03 with:

10-19-18

48-4.03 CONSTRUCTION

Temporary decking must consist of one of the following:

1. Steel plate system that spans the incomplete work.
2. Falsework with an asphalt concrete surface that spans the incomplete work. Do not use falsework with an asphalt concrete surface to cover deck concrete that has not cured or to cover partially installed joint materials.

Construct temporary decking under the specifications for falsework in section 48-2 except the first paragraph of section 48-2.03D does not apply.

If there is an elevation difference of more than 1/2 inch between the temporary decking and the adjacent deck, install temporary tapers up to and away from the temporary decking. Construct tapers under section 7-1.03. If the temporary decking does not extend the entire width of the roadway, taper the sides of the temporary decking at a 12:1 (horizontal: vertical) ratio.

Material for temporary tapers must comply with section 60-3.02B(2) or 60-3.04B(2). Cure temporary tapers at least 3 hours before allowing traffic on the temporary decking.

If unanticipated displacements, cracking, or other damage occurs to the existing structure or to any new components installed in or adjacent to the deck, stop work on the deck and perform corrective measures.

Edges of steel plate systems must be in full contact with the existing deck and the adjacent approach slab. If used, shims must be securely attached to the plate.

For falsework with an asphalt concrete cover, asphalt concrete must be at least 3 inches thick and compacted in place.

Do not allow traffic on deck concrete until it has attained the design compressive strength shown.

When temporary decking is no longer needed, remove temporary decking materials and connections from the existing structure as soon as possible. Remove modifications to the existing structure except where permanent alterations are shown.

10-19-18

Delete the 4th paragraph of section 48-5.01C.

Replace the 1st paragraph of section 48-5.02B with:

10-19-18

The jacking support system must resist the structure dead load and lateral design forces shown, plus any additional loads from jacking equipment and activities. As a minimum, the horizontal load to be resisted in any direction for the jacking support system and temporary bracing must be (1) the sum of actual horizontal loads due to equipment, construction sequence, or other causes plus an allowance for wind as specified in Section 48-2.02B(2) and (2) not less than 2 percent of the total dead load of the structure being jacked. You must determine soil bearing values for support footings. If the jacking support stiffness exceeds the described minimum stiffness, increase the lateral design forces to be compatible with the jacking support lateral stiffness.

Replace the 1st paragraph of section 48-5.03 with:

10-19-18

Construct the jacking support system under the specifications for falsework in section 48-2.03.

AA

49 PILING

04-19-19

Replace the 6th paragraph of section 49-1.01D(4) with:

10-19-18

Except for load test piles and anchor piles, drive the 1st production pile in the control zone. Do not install any additional production piles until dynamic monitoring has been performed, and the Engineer provides you with the bearing acceptance criteria curves for any piles represented by the dynamically monitored piles.

Replace the 3rd paragraph of section 49-2.01D with:

10-19-18

The payment quantity for furnish piling is the length measured along the longest side of the pile from the specified tip elevation shown to the plane of pile cutoff, except for dynamically monitored piles. For dynamically monitored piles, the payment quantity for furnish piling includes an additional length of 2 times the largest cross-sectional dimension of the pile plus 2 feet.

Add to the end of section 49-2.02A(2):

10-19-18

longitudinal weld length: The length of a continuous longitudinal weld.

circumferential weld length: The length of a continuous weld around the circumference of the pipe pile.

spiral weld length: The length of one full 360-degree spiral weld revolution around the circumference of the pipe pile.

Replace the 3rd paragraph of section 49-2.02A(4)(b)(iii)(B) with:

10-19-18

For welding performed under AWS D1.1:

1. Perform NDT on 25 percent of each longitudinal, circumferential, or spiral weld length using RT or UT.
2. If repairs are required in a portion of the tested weld:
 - 2.1. Perform additional NDT on untested areas on each end of the initial portion tested. The length of additional NDT on each end must equal 10 percent of the weld length. If it is not possible to perform 10 percent of the weld length on one end, perform the remaining percentage on the other end.
 - 2.2. After this additional 20 percent of NDT is performed, determine and record the total cumulative repair lengths from all NDT for each weld length. If the cumulative weld repair length is equal to or more than 10 percent of the weld length, then perform NDT on the entire weld length.
 - 2.3. Perform NDT on the repaired portion plus 2 inches on each end of the repaired weld excavation.

Replace the 2nd paragraph of section 49-2.02A(4)(b)(iii)(C) with:

10-19-18

Perform NDT on 25 percent of the weld length performed by each welder, using RT or UT at locations selected by the Engineer. The Engineer may select several locations on a given splice. The cover pass must be ground smooth at locations to be tested.

Replace the 4th paragraph of section 49-2.02A(4)(b)(iii)(C) with:

10-19-18

If repairs are required in a portion of the tested weld:

1. Perform additional NDT on untested areas on each end of the initial portion tested. The length of additional NDT on each end must equal 10 percent of the pipe's outside circumference. If it is not possible to perform 10 percent of the weld length on one end, perform the remaining percentage on the other end.
2. After this additional 20 percent of NDT is performed, determine and record the total cumulative repair lengths from all NDT for each weld length. If the cumulative weld repair length is equal to or more than 10 percent of the pipe's outside circumference, then perform NDT on the entire weld length.
3. Perform NDT on the repaired portion plus 2 inches on each end of the repaired weld excavation.

Replace the 5th paragraph of section 49-2.02B(1)(b) with:

04-19-19

If splicing steel pipe piles using a circumferential weld, the piles must comply with the fit-up requirements of clause 9.24.1 of AWS D1.1.

Replace section 49-3.01B(2) with:

04-19-19

49-3.01B(2) Mass Concrete

Section 49-3.01B(2) applies to CIP concrete piles with a diameter greater than 8 feet.

For piles with a diameter greater than 8 feet and less than or equal to 14 feet:

1. The specifications for SCM content in the 4th paragraph of section 90-1.02B(3) do not apply.
2. The SCM content of the concrete must comply with the following:
 - 2.1. Any combination of portland cement and fly ash satisfying:

Equation 1:

$$(12 \times FM)/MC \geq X$$

where:

FM = fly ash complying with AASHTO M 295, Class F, with a CaO content of up to 10 percent, including the quantity in blended cement, lb/cu yd

MC = minimum quantity of cementitious material specified, lb/cu yd

X = 3.0 for $8 < D \leq 10$, where *D* = pile diameter in feet

X = 4.0 for $10 < D \leq 14$, where *D* = pile diameter in feet

Equation 2:

$$MC - MSCM - PC \geq 0$$

where:

MC = minimum quantity of cementitious material specified, lb/cu yd

MSCM = minimum sum of SCMs that satisfies equation 1, lb/cu yd

PC = quantity of portland cement, including the quantity in blended cement, lb/cu yd

- 2.2. You may replace any portion of the portland cement with any SCM complying with section 90-1.02B(3) if equations 1 and 2 are satisfied as specified above.

For piles with a diameter greater than 14 feet, the concrete must comply with the specifications for mass concrete in section 51-6.

Add to the end of section 49-3.02C(1):

04-19-19

You may construct CIDH concrete piles 24 inches in diameter or larger by excavating and depositing concrete under slurry.

Delete the 2nd paragraph of section 49-3.02C(8).

04-19-19

Replace section 49-4.01 with:

04-19-19

49-4.01 GENERAL

49-4.01A Summary

Section 49-4 includes specifications for drilling holes and installing steel soldier piles in the holes.

Steel soldier piles must comply with section 49-2.03.

49-4.01B Definitions

Reserved

49-4.01C Submittals

Reserved

49-4.01D Quality Assurance

Reserved

51 CONCRETE STRUCTURES

04-19-19

Add to the beginning of section 51-1.01C(1):

04-19-19

If ordered, submit concrete form design and materials data for each forming system.

Add to section 51-1.03:

10-19-18

51-1.03J Temporary Decking

If you are unable to complete bridge reconstruction activities before the bridge is to be opened to traffic, furnish and maintain temporary decking under section 48-4 until that portion of the work is complete.

Replace the 2nd paragraph of section 51-4.01C(1) with:

04-19-19

For PC PS concrete girders and deck panels, submit an erection work plan. The work plan must be signed by an engineer who is registered as a civil engineer in the State and include procedures, details, and sequences for:

1. Unloading
2. Lifting
3. Erecting
4. Temporary bracing installation

Replace the 1st paragraph of section 51-4.01C(2)(a) with:

04-19-19

Submit shop drawings for PC concrete members to the OSD Documents Unit unless otherwise specified.

Replace *Reserved* in section 51-4.01C(2)(e) with:

04-19-19

For PC deck panels, shop drawings must include:

1. Panel materials, shapes, and dimensions.
2. Deck panel layout identifying the locations of each panel.
3. Reinforcing, joint, and connection details.
4. Complete details of the methods, materials, and equipment used in prestressing and precasting work.
5. Type of texture and method of forming the textured finish.
6. Methods and details for lifting, bracing, and erection.
7. Method of support and grade adjustment.
8. Methods of sealing against concrete leaks.

Replace the 2nd paragraph of section 51-4.02B with:

04-19-19

Handle, store, transport, and erect PC members in a position such that the points of support and directions of the reactions with respect to the member are approximately the same as when the member is in its final position.

Replace *Reserved* in section 51-4.02D(7) with:

04-19-19

Clearly label the top surface of each panel with the word *TOP* as shown on the deck panel layout using waterproof paint or other authorized means.

Apply a coarse texture to at least 90 percent of the deck panel top surface area by brooming with a stiff bristled broom or by other suitable devices that results in uniform scoring parallel with the prestressing strands. The top surface texture must have a maximum 1/8-inch texture.

Each camber strip must:

1. Consist of high density expanded polystyrene with a minimum compressive strength of 55 psi.
2. Consist of a single layer and extend continuously under each deck panel.
3. Achieve a height that accounts for roadway profile, cross slope, and girder camber.
4. Have 1/4-inch v-notches or 1/2 by 1/2-inch slots cut into the top surface on 4-foot centers.

Camber strip dimensions must comply with the following table:

Polystyrene Camber Strip Dimensions

Height (H) (inches)	Width (W) (inches)
1 to 2.5	1.5
Greater than 2.5 and less than or equal to 3.5	1.75
Greater than 3.5 and less than or equal to 4	2

Chemical adhesive must be suitable for use with concrete and polystyrene.

For the concrete deck pour, the aggregate must comply with the 1/2-inch maximum or the 3/8-inch maximum combined aggregate gradation specified in section 90-1.02C(4)(d).

Add between the 5th and 6th paragraphs of section 51-4.03B:

10-19-18

Erect steel or PC girders onto the supporting concrete, such as bent caps or abutments, after the concrete attains a compressive strength of 2,880 psi or 80 percent of the specified strength, whichever is greater.

Replace *Reserved* in section 51-4.03G with:

04-19-19

Construct the deck panel system in the following sequence:

1. After girders and diaphragms are in place, place each polystyrene camber strip along the top of each girder. Apply a continuous bead of chemical adhesive to the top and bottom of each camber strip to prevent gaps between the camber strip and concrete members.
2. Place each deck panel as shown on the deck panel layout such that each panel bears uniformly on the camber strips.
3. Abrasive blast clean deck panel and girder surfaces before placing deck reinforcement. Remove all surface laitance, curing compound, and other foreign materials. Thoroughly clean under the edges of each panel to ensure removal of construction debris before the stage 1 deck pour.
4. Place deck reinforcement.
5. Place deck concrete in a two-stage continuous pour:
 - 5.1. Place and vibrate stage 1 concrete over the girders by completely filling the area between the camber strips in from 15 to 30 feet longitudinal sections ahead of the stage 2 concrete deck pour. Check slots or holes in camber strips to ensure removal of air voids and full consolidation during concrete placement.
 - 5.2. Place stage 2 concrete deck over stage 1 concrete and deck panels as to not result in a cold joint between the two stages.

If required, install temporary bracing between the ends of each deck panel to prevent transverse panel movement that could lead to loss of bearing on the camber strips.

Loads placed on deck panels during construction must not exceed 50 psf.

Replace the row for Apparent elongation in the table in the 2nd paragraph of section 51-5.02B with:

04-19-19

Apparent elongation (max, percent)	ASTM D4632	35
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53 SHOTCRETE

10-19-18

Replace the 1st sentence of section 53-2.01A with:

10-19-18

Section 53-2 includes specifications for placing structural shotcrete using the wet-mix process.

Add between the 1st and 2nd paragraphs of section 53-2.01D(4)(b):

10-19-18

For soil nail walls, do not core through waler bars.

Add to the beginning of section 53-2.02:

10-19-18

Shotcrete must comply with the specifications for concrete in section 90-1.

^^

55 STEEL STRUCTURES

04-19-19

Replace the 3rd paragraph of section 55-1.02E(7)(a) with:

04-19-19

Dimensional details and workmanship for welded joints in tubular and pipe connections must comply with clause 9 of AWS D1.1.

^^

56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

04-19-19

Replace section 56-1.01D(2)(b)(i) with:

04-19-19

56-1.01D(2)(b)(i) General

Perform NDT of steel members under AWS D1.1 and the requirements shown in the following tables:

Nondestructive Testing for Steel Standards and Poles

Weld location	Weld type	Minimum required NDT
Circumferential splices around the perimeter of tubular sections, poles, and arms	CJP groove weld with backing ring	100% UT or RT
Longitudinal seam	CJP or PJP groove weld	Random 25% MT
Longitudinal seam within 6 inches of a circumferential weld	CJP groove weld	100% UT or RT
Welds attaching base plates, flange plates, pole plates, or mast arm plates to poles or arm tubes	CJP groove weld with backing ring and reinforcing fillet	t ≥ 1/4 inch: 100% UT and 100% MT t < 1/4 inch: 100% MT after final weld pass
	External (top) fillet weld for socket-type connections	100% MT
Hand holes and other appurtenances	Fillet and PJP welds	MT full length on random 25% of all standards and poles
Longitudinal seam on the telescopic female end, designated slip-fit length plus 6 inches	CJP groove weld	100% UT or RT

NOTE: t = pole or arm thickness

DRAFT

Nondestructive Testing for Overhead Sign Structures

Weld location	Weld type	Minimum required NDT
Base plate to post	CJP groove weld with backing ring and reinforcing fillet	100% UT and 100% MT
Base plate to gusset plate	CJP groove weld	100% UT
Circumferential splices of pipe or tubular sections	CJP groove weld with backing ring	100% UT or RT
Split post filler plate welds	CJP groove weld with backing bar	100% UT or RT
Longitudinal seam weld for pipe posts	CJP groove weld	t < 1/4 inch: 25% MT t ≥ 1/4 inch: 25% UT or RT
	PJP groove weld	Random 25% MT
Chord angle splice weld	CJP groove weld with backing bar	100% UT or RT
Truss vertical, diagonal, and wind angles to chord angles	Fillet weld	Random 25% MT
Upper junction plate to chord (cantilever type truss)	Fillet weld	Random 25% MT
Bolted field splice plates (tubular frame type)	CJP groove weld	100% UT and 100% MT
Cross beam connection plates (lightweight extinguishable message sign)	Fillet weld	Random 25% MT
Arm connection angles (lightweight extinguishable message sign)	Fillet weld	100% MT
Mast arm to arm plate (lightweight extinguishable message sign)	CJP groove weld with backing ring	t ≥ 1/4 inch: 100% UT and 100% MT t < 1/4 inch: 100% MT after final weld pass
Post angle to post (lightweight extinguishable message sign)	Fillet weld	100% MT
Hand holes and other appurtenances	Fillet and PJP welds	MT full length on random 25% of all sign structures

NOTE: t = pole or arm thickness

Replace section 56-1.01D(2)(b)(ii) with:

04-19-19

56-1.01D(2)(b)(ii) Ultrasonic Testing

For UT of welded joints with any members less than 5/16-inch thick or tubular sections less than 24 inches in diameter, the acceptance and repair criteria must comply with Clause 9.27.1.1 of AWS D1.1.

When performing UT, use an authorized procedure under AWS D1.1, Annex S.

For UT of other welded joints, the acceptance and repair criteria must comply with Table 6.3 of AWS D1.1 for cyclically loaded nontubular connections.

After galvanization, perform additional inspection for toe cracks along the full length of all CJP groove welds at tube-to-transverse base plate connections using UT.

57 WOOD AND PLASTIC LUMBER STRUCTURES

04-19-19

Add to section 57-2.02B:

04-19-19

HDPE shims must be commercial quality.

Replace section 57-2.02C with:

04-19-19

Install lagging members 4 inches thick or less with a 3/8-inch gap between members. Install lagging members greater than 4 inches thick with a 1/2-inch gap between members.

Replace the table in the 4th paragraph of section 57-3.02C with:

10-19-18

Quality characteristic	Test method	Requirement
Density of concrete core (kg/m ³ , min)	ASTM D792	1,762
28-day compressive strength of concrete core (psi, min)	ASTM C579	5,000
Structural strength of shell: Tensile strength, tensile modulus (percent loss) Flexural strength, flexural modulus (percent loss)	ASTM D638 ASTM D790	Less than 10 after UV deterioration test specified for plastic lumber
Dry film thickness of coating (mils, min)	--	15
Color change of coating	ASTM D4587, Test Cycle 2	No visible color change when tested for 800 hours
Initial adhesion of coating (psi, min)	ASTM D4541, Test Method D, E, or F and Protocol 2	150
Decrease in initial adhesion of coating, decrease (percent)	ASTM D4541, Test Method D, E, or F and Protocol 2 ASTM D1183, Test Condition D ^a	No more than 10 following 2 exposure cycles

^aUse a low temperature phase at 4 ± 5 °F and high temperature phase at 140 ± 5 °F.

59 STRUCTURAL STEEL COATINGS

10-19-18

Replace the 2nd paragraph in section 59-1.01D with:

10-19-18

Measure coating adhesion strength with a self-aligning adhesion tester under ASTM D4541, Test Method D, E, or F and Protocol 2.

Replace the 2nd paragraph of section 59-1.02C with:

10-19-18

Coatings selected for use must comply with the volatile organic compound concentration limits specified for the air quality district where the coating is applied. The undercoats and finish or final coats selected for use must be compatible with each other.

Add after the paragraph of section 59-2.01A(3)(a):

10-19-18

If requested by the Engineer, submit documentation from the coating manufacturer verifying the compatibility of the undercoats and finish or final coats selected for use.

AA

60 EXISTING STRUCTURES

04-19-19

Replace section 60-2.02B with:

04-19-19

60-2.02B Materials

Design criteria for temporary support shoring and temporary bracing must comply with section 48-3.02B.

Add to section 60-3.01A:

10-19-18

If you are unable to complete bridge reconstruction activities before the bridge is to be opened to traffic, furnish and maintain temporary decking under section 48-4 until that portion of the work is complete.

Replace the 3rd and 4th paragraphs of section 60-3.02C(3) with:

04-19-19

Remove asphalt concrete surfacing by cold milling under the following conditions:

1. If a membrane seal is shown:
 - 1.1. Remove the seal by cold milling
 - 1.2. Do not remove more than 1/2 inch of the existing concrete slab
2. If a membrane seal is not shown:
 - 2.1. Remove asphalt concrete surfacing until a 1/2-inch minimum of surfacing remains on top of existing concrete slab
 - 2.2. Use other authorized means to remove the remaining asphalt concrete without damage to the concrete slab

Add to section 60-3.02C(3):

04-19-19

Where a portion of the asphalt concrete surfacing is to remain, saw cut a 2-inch-deep true line along the edge to remain in place before removing asphalt concrete. Remove the asphalt concrete without damaging the surfacing to remain in place.

Delete the 3rd paragraph of section 60-3.04B(3)(a).

04-19-19

78-4.03A(2) Definitions

Reserved

78-4.03A(3) Submittals

Submit the coating manufacturer's application instructions at least 7 days before use.

78-4.03A(4) Quality Assurance

Reserved

78-4.03B Materials

Coatings for concrete must comply with the specifications for acrylic emulsion paint for exterior masonry in section 91-4.02B.

Coatings must be white.

78-4.03C Construction

78-4.03C(1) General

Reserved

78-4.03C(2) Surface Preparation

Before painting, surfaces must be:

1. At least 28 days old.
2. Prepared under SSPC-SP 13/NACE no. 6. Pressure rinse the prepared surfaces before applying the paint.
3. Thoroughly dry. You may use artificial drying methods if authorized.

78-4.03C(3) Application

Apply at least 2 coats under the manufacturer's instructions and SSPC-PA 7. Protect adjacent surfaces during painting using an authorized method.

78-4.03D Payment

Not Used

Replace section 78-4.04 with:

04-19-19

78-4.04 STAINING CONCRETE AND SHOTCRETE

78-4.04A General

78-4.04A(1) Summary

Section 78-4.04 includes specifications for preparing and staining concrete and shotcrete surfaces.

78-4.04A(2) Definitions

acid stain: non-tintable, transparent stain that contains dilute acid.

water-based stain: semi-transparent or solid water-based coating in an acrylic emulsion vehicle, that can be tinted to match an AMS-STD-595 color.

78-4.04A(3) Submittals

78-4.04A(3)(a) General

Submit the stain and sealer manufacturer's product data and application instructions at least 7 days before starting staining activities.

78-4.04A(3)(b) Contractor Qualifications

Submit the following documentation at least 10 days before the prestaining meeting:

1. Summary of the staining contractor's experience that demonstrates compliance with section 78-4.04A(4)(c).
2. List of at least 3 projects completed in the last 5 years that demonstrate the staining contractor's ability to stain surfaces similar to the surfaces for this project. For each project include:
 - 2.1. Project description
 - 2.2. Name and phone number of the owner
 - 2.3. Staining completion date
 - 2.4. Color photos of the completed stained surface

78-4.04A(3)(c) Staining Quality Work Plan

Submit a staining quality work plan at least 10 days before the prestaining meeting. The work plan must include details for preparing and staining the surfaces to achieve the required color, and for sealing the surfaces, including:

1. Number of applications that will be used to apply the stain
2. For each application of the stain, a description of:
 - 2.1. Manufacturer, color, finish, and percentage strength mixture of the stain that will be applied
 - 2.2. Proposed methods and tools for applying the stain
3. Proposed methods for protecting adjacent surfaces during staining
4. Proposed methods and tools for applying the sealer

For acid stains, the work plan must also include a rinse water collection plan for containing all liquid, effluent, and residue resulting from preparing and staining the surfaces.

78-4.04A(4) Quality Assurance

78-4.04A(4)(a) General

Reserved

78-4.04A(4)(b) Test Panels

Stain the authorized test panel complying with section 51-1.01D(2)(c) or section 53-3.01D(3).

The test panel must be:

1. Stained using the same personnel, materials, equipment, and methods to be used in the work
2. Accessible for viewing
3. Displayed in an upright position near the work
4. Authorized for staining before starting the staining work

If ordered, construct additional test panels until a satisfactory color is attained. The preparing and staining of additional test panels is change order work.

The Engineer uses the authorized stained test panel to determine the acceptability of the stained surface.

Dispose of the test panels after the staining work is complete and authorized. Notify the Engineer before disposing of the test panels.

78-4.04A(4)(c) Contractor Qualifications

The staining contractor must have experience staining surfaces to simulate the appearance of natural rock formations or stone masonry, and must have completed at least 3 projects in the past 5 years involving staining of surfaces similar to the surfaces for this project.

78-4.04A(4)(d) Prestaining Meeting

Before starting staining activities, conduct a meeting to discuss the staining quality work plan. Meeting attendees must include the Engineer and all staining contractors.

78-4.04B Materials

78-4.04B(1) General

Reserved

78-4.04B(2) Stain

78-4.04B(2)(a) General

The stain must be:

1. Commercially available product designed specifically for exterior applications
2. Specifically manufactured for staining concrete surfaces

78-4.04B(2)(b) Acid Stain

Acid stain must:

1. Contain dilute acid that penetrates and etches the surfaces
2. Be a water-based solution of inorganic metallic salts
3. Produce abrasion-resistant color deposits

78-4.04B(2)(c) Water-based Stain

Water-based stain must be:

1. Acrylic emulsion
2. Non-fading and UV resistant
3. Capable of producing irregular, mottled tones

78-4.04B(3) Sealer

The sealer must be as recommended by the stain manufacturer, clear and colorless, and have a matte finish when dry.

78-4.04B(4) Joint Sealing Compound

Reserved

78-4.04C Construction

78-4.04C(1) General

At locations where there is exposed metal adjacent to the surfaces to be stained, seal the joint between the surfaces to be stained and the exposed metal with a joint sealing compound before applying the stain.

78-4.04C(2) Surface Preparation

Test surfaces for acceptance of the stain before applying the stain. Clean surfaces that resist accepting the stain and retest until passing.

Before staining, the surfaces must be:

1. At least 28 days old
2. Prepared under SSPC-SP 13/NACE no. 6
3. Thoroughly dry

78-4.04C(3) Application

78-4.04C(3)(a) General

Apply the stain under the manufacturer's instructions. Protect adjacent surfaces during staining. Drips, puddles, or other irregularities must be worked into the surface.

Apply the sealer under the manufacturer's instructions.

78-4.04C(3)(b) Acid Stain

Work the acid stain into the concrete using a nylon bristle brush in a circular motion.

After the last coat of stain has dried, rinse the stained surfaces with water and wet scrub them with a stiff-bristle nylon brush until the rinse water runs clear. Collect all rinse water.

78-4.04D Payment

Not Used

^^

80 FENCES

10-19-18

Replace the 2nd paragraph of section 80-3.02B with:

10-19-18

Posts and braces must comply with the strength requirements in ASTM F1043 for one of the following:

- 1. Group IA, regular grade, for round pipes
- 2. Group IC, 50,000 psi yield, for round pipes
- 3. Group II-L for roll-formed posts and braces

Replace the list in section 80-4.02B(1)(b) with:

10-19-18

- 1. Comply with ASTM A1064 and have a Class 1 zinc coating complying with ASTM A641
- 2. Be welded or woven galvanized steel wire fabric
- 3. Be made of at least 16-gauge wire
- 4. Be 36 inches wide

Replace the paragraph in section 80-4.02B(2) with:

10-19-18

The materials for a temporary desert tortoise fence must comply with section 80-4.02B(1).

Replace the 2nd sentence in the 1st paragraph of section 80-4.02C(2) with:

10-19-18

Embed the posts at maximum 10-foot intervals into the ground.

^^

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

04-19-19

Replace the list in the 1st paragraph of section 82-2.01C with:

04-19-19

- 1. Aluminum sheeting
- 2. Retroreflective sheeting
- 3. Color imaging methods and film
- 4. Protective-overlay film

Replace section 82-2.02D with:

04-19-19

82-2.02D Color Imaging Methods and Film

The material used for color imaging methods, film, and protective-overlay must be recommended by the retroreflective sheeting manufacturer.

Colored retroreflective sheeting must be used for the background.

Signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color. The coefficient of retroreflection must be at least 70 percent of the coefficient of retroreflection specified in ASTM D4956 for the corresponding color of retroreflective sheeting.

The sign must have outdoor weatherability characteristics equivalent to those specified for the corresponding color of retroreflective sheeting in ASTM D4956.

Replace section 82-5.01A with:

10-19-18

Section 82-5 includes specifications for fabricating and installing markers, including milepost markers.

Replace the 2nd paragraph in section 82-5.02E with:

10-19-18

A target plate for milepost marker or Type L-1 (CA) or Type L-2 (CA) object marker installed on a metal post must be manufactured from an aluminum sheet or zinc-coated steel sheet.

Replace section 82-5.02H with:

10-19-18

82-5.02H Milepost Markers

Letters and numerals on a milepost marker must be made with opaque black paint or film. The paint and film must have an equivalent outdoor weatherability as the retroreflective sheeting specified in ASTM D4956. Nonreflective, opaque, black film must be vinyl or acrylic material.

Film for letters and numerals must be computer cut and have pressure-sensitive adhesive.

Replace the 5th paragraph of section 82-5.03 with:

10-19-18

Use stencils to paint letters and numerals on milepost markers.

^^

83 RAILINGS AND BARRIERS

04-19-19

Replace section 83-2.01A(3) with:

04-19-19

For midwest guardrail systems and thrie beam barrier, install steel foundation tubes and soil plates in soil.

Replace the 4th paragraph of section 83-2.03C with:

04-19-19

If median barrier delineation is shown, match the barrier marker spacing to the raised pavement marker spacing on the adjacent median edge line pavement delineation.

Replace the paragraph of section 83-3.03A(11) with:

04-19-19

Where concrete barrier markers are shown, cement the markers to the barrier under the manufacturer's instructions. Match the barrier marker spacing to the raised pavement marker spacing on the adjacent median edge line pavement delineation.

AA

84 MARKINGS

04-19-19

Replace section 84-2 with:

10-19-18

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.01 GENERAL

84-2.01A Summary

Section 84-2 includes specifications for applying traffic stripes and pavement markings.

Traffic stripes and pavement markings must comply with ASTM D6628 for daytime and nighttime color.

Retroreflectivity must be measured under ASTM E1710 and the sampling protocol specified in ASTM D7585.

84-2.01B Definitions

pavement marking: Transverse marking such as (1) a limit line, (2) a stop line, or (3) a word, symbol, shoulder, parking stall, or railroad-grade-crossing marking.

traffic stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

84-2.01C Submittals

For each lot or batch of traffic stripe material, primer, and glass beads, submit:

1. Certificate of compliance, including the material name, lot or batch number, and manufacture date
2. METS notification letter stating that the material is authorized for use, except for thermoplastic and primer
3. SDS
4. Manufacturer's Instructions

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance and the following test results from the California Test 423:

1. Brookfield Thermosel viscosity
2. Hardness
3. Yellowness index, white only
4. Daytime luminance factor
5. Yellow color, yellow only
6. Glass bead content

7. Binder content

The date of the test must be within 1 year of use.

Submit test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit the thermoplastic test stripe to the Engineer.

Submit the retroreflectivity test result within 5 days of testing the traffic stripes and pavement markings. The data must include the retroreflectivity, time, date, and GPS coordinates for each measurement.

84-2.01D Quality Assurance

84-2.01D(1) General

Reserved

84-2.01D(2) Quality Control

Before starting permanent application of methyl methacrylate and two component paint traffic stripes and pavement markings, apply a test stripe on roofing felt or other suitable material in the presence of the Engineer. The test stripe section must be at least 50 feet in length.

Upon request, apply a thermoplastic test stripe on suitable material in the presence of the Engineer during the application of thermoplastic traffic stripes or markings. The test stripe must be at least 1 foot in length.

Remove loose glass beads before measuring the retroreflectivity. Obtain authorization to proceed with the application of traffic stripes and pavement markings.

Within 30 days of application, test the traffic stripes and pavement markings under the test methods and frequencies shown in the following table:

Traffic Stripe Testing Frequency

Quality characteristic	Test method	Minimum sampling and testing frequency
Initial retroreflectivity (min, $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$)	ASTM E1710	ASTM D7585 ^a
White		
Yellow		

^aUse the referee evaluation protocol for project length less than 10 miles. For project lengths greater than or equal to 10 miles, add one evaluation for every additional mile.

Verify the glass bead application rate by stabbing the glass bead tank with a calibrated rod.

84-2.01D(3) Department Acceptance

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Test the retroreflectivity of the deficient areas to confirm striping and pavement markings meets the requirements.

The thermoplastic test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements by METS.

84-2.02 MATERIALS

84-2.02A General

Reserved

84-2.02B Glass Beads

Each lot of glass beads must comply with EPA Test Method 3052 and 6010B or 6010C. Glass beads must contain less than 200 ppm each of arsenic and lead.

Type 1 glass beads must comply with AASHTO M 247.

Type 2 glass beads must comply with AASHTO M 247. At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

High-performance glass beads must be on the Authorized Material List for high-performance glass beads.

Large-gradation glass beads must be on the Authorized Material List for two component traffic paint.

Glass beads for methyl methacrylate must be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking.

Glass beads for paint must comply with State Specification 8010-004.

Glass beads must be surface treated, according to the bead and the material manufacturer's instructions, to promote adhesion with the specified material.

84-2.02C Thermoplastic

Thermoplastic must comply with State Specification PTH-02HYDRO, or PTH-02ALKYD.

Sprayable thermoplastic must comply with State Specification PTH-02SPRAY.

Each lot or batch of thermoplastic must be tested under California Test 423.

84-2.02D Methyl Methacrylate

Methyl methacrylate traffic paint must:

1. Be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking
2. Be Category 2

84-2.02E Traffic Striping and Pavement Marking Tape

Traffic striping and pavement marking tape must be on the Authorized Material List for signing and delineation materials.

04-19-19

White tape must have an initial retroreflectivity of a minimum 700 mcd/m².

Yellow tape must have an initial retroreflectivity of a minimum 500 mcd/m².

10-19-18

When contrast is required for traffic striping and pavement marking tape, the tape must be pre-formed and retroreflective, consisting of a white film with retroreflective beads and a contrasting black film border. The contrasting black border must be a nonreflective film bonded on each side of the white film to form a continuous roll. Each black border must be a minimum of 2 inches wide. The width of the tape must be at least 4 inches wider than the stripe width.

84-2.02F Two-Component Paint

Two-component traffic paint must be on the Authorized Material List for two component traffic paint.

84-2.02G Paint

Paint must comply with the requirements shown in following table:

Paint Specifications		
Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

84-2.02H–84-2.02L Reserved

84-2.03 CONSTRUCTION

84-2.03A General

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe or pavement marking must:

1. Have well defined edges
2. Be uniform
3. Be free from runs, bubbles, craters, drag marks, stretch marks, and debris

A completed traffic stripe must:

1. Be straight on a tangent alignment
2. Be a true arc on a curved alignment
3. Not deviate from the width shown by more than:
 - 3.1. 1/4 inch on a tangent alignment
 - 3.2. 1/2 inch on a curved alignment

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of the traffic stripe.

Protect newly placed traffic stripes and pavement markings from traffic and work activities until the traffic stripes and pavement markings are dry or hard enough to bear traffic.

Use mechanical methods to remove dirt, contaminants, and loose material from the pavement surface before applying the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement before applying the traffic stripe or pavement marking.

Construct recesses as shown in the following table:

Material	Requirement	
	Depth (mils)	Depth (in)
Thermoplastic	375	3/8
Two component traffic paint	250	1/4
Methyl methacrylate traffic paint	250	1/4

Construct recesses for double traffic stripes in a single pass.

Before applying the traffic stripes and pavement markings:

1. Allow wet ground recesses to dry a minimum of 24 hours
2. Remove all powdery residue from dry recess
3. Keep the recesses dry and free from debris

Apply traffic stripes and pavement markings before the end of the same work shift.

84-2.03B Application of Traffic Stripes and Pavement Markings

84-2.03B(1) General

Apply material for a pavement marking with a stencil or a preformed marking.

Immediately remove drips, overspray, improper markings, or material tracked by traffic, using an authorized method.

Apply a traffic stripe or a pavement marking only to a clean, dry surface during a period when the pavement surface temperature is above 50 degrees F.

Apply traffic stripe or pavement marking and glass beads in a single pass. You may apply the glass beads by hand on pavement markings.

Embed glass beads to a depth of 1/2 their diameters.

Distribute glass beads uniformly on traffic stripe and pavement markings.

Glass beads with integral color must match the color of the stripe or pavement marking.

Apply glass beads with two separate applicator guns when two gradations are specified.

Allow enough overlap distance between new and existing striping patterns to ensure continuity at the start and end of the transition.

The retroreflectivity of applied traffic stripes and pavement markings must comply with the requirements shown in the following table:

Traffic stripe material	White (min, mcd·m ⁻² ·lx ⁻¹)	Yellow (min, mcd·m ⁻² ·lx ⁻¹)
Paint	250	125
Thermoplastic	250	125
Thermoplastic with wet night enhanced visibility	700	500
Two component	250	125
Methyl methacrylate	500	300
Tape	700	500

84-2.03B(2) Thermoplastic

84-2.03B(2)(a) General

Apply primer or surface preparation adhesive under the manufacturer's instructions:

1. To all roadway surfaces except for asphaltic surfaces less than 6 months old
2. At a minimum rate of 1 gallon per 300 square feet
3. To allow time for the thermoplastic primer to dry and become tacky before application of the thermoplastic

Do not thin the primer.

Preheat thermoplastic using preheaters with mixers having a 360-degree rotation.

Apply thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

Apply recessed thermoplastic at a thickness so that the top is 0 to 1/16 inch below the pavement surface.

84-2.03B(2)(b) Extruded Thermoplastic

Apply extruded thermoplastic at a temperature of 400 to 425 degrees F or as recommended by the manufacturer.

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.36 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied traffic stripe must be at least 0.060 inch thick.

Apply extruded thermoplastic pavement markings at a thickness from 0.100 to 0.150 inch.

Apply Type 2 glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb of beads per 100 sq ft.

84-2.03B(2)(c) Sprayable Thermoplastic

Apply sprayable thermoplastic at a temperature of 350 to 400 degrees F.

Apply sprayable thermoplastic for a traffic stripe at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied stripe must be at least 0.040 inch thick.

84-2.03B(2)(d) Thermoplastic with Enhanced Wet-Night Visibility

Apply a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility in a single pass and in the following order:

1. Uniform layer of extruded thermoplastic
2. Layer of high-performance glass beads
3. Layer of Type 2 glass beads

Apply thermoplastic with enhanced wet-night visibility at a maximum speed of 8 mph.

Apply thermoplastic with enhanced wet-night visibility for a traffic stripe at a rate of at least 0.47 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied stripe must be at least 0.090 inch thick.

Apply thermoplastic with enhanced wet-night visibility for a pavement marking at a rate of at least 1.06 lb of thermoplastic per square foot of marking. The applied pavement marking must be at least 0.100 inch thick.

Apply high-performance glass beads at a rate of at least 6 lb of glass beads per 100 sq ft of stripe or marking. Apply Type 2, glass beads at a rate of at least 8 lb of glass beads per 100 sq ft of stripe or marking.

84-2.03B(3) Methyl Methacrylate

Apply the methyl methacrylate when the pavement surface and atmospheric temperatures are from 40 to 104 degrees F.

Apply methyl methacrylate paint at a minimum thickness of 0.090 inch.

Apply recessed methyl methacrylate paint at a minimum thickness of 0.200 inch.

Apply the glass beads recommended by the methyl methacrylate manufacturer.

84-2.03B(4) Traffic Striping and Pavement Marking Tape

Do not use traffic stripe and pavement marking tape on existing open graded friction course or chip seal.

Prepare pavement surface and use primer under the traffic tape manufacturer's written instructions. Apply tape to clean and dry pavement surface. Roll or tamp the traffic tape in place.

84-2.03B(5) Two-Component Paint

Apply a two-component painted traffic stripe or pavement marking in a single pass and in the following order:

1. Coat of two-component paint
2. Application of large gradation glass beads recommended by the two-component paint manufacturer
3. Application of Type 1 glass beads

Apply two-component paint when the pavement surface temperature is above 39 degrees F and the atmospheric temperature is above 36 degrees F. The temperature of the paint must comply with the paint manufacturer's instructions.

Apply two-component paint and glass beads at a maximum speed of 10 mph.

Apply large-gradation glass beads at a minimum rate of 11.7 lb of beads per gallon of paint.

Apply Type 1 glass beads at a minimum rate of 8.3 lb of beads per gallon of paint.

Apply two-component paint for the traffic stripes and pavement markings at the thickness and application rates shown in the following table:

Type of pavement	Stripe thickness (min, inch)	Application rate (min, sq ft/gal)
HMA open graded/chip seal	0.025	64
HMA dense graded	0.020	80
Concrete	0.020	80

Apply recessed two-component paint at a thickness between 0.020 and 0.025 inch.

84-2.03B(6) Paint

Do not apply paint if:

1. Fresh paint could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 50 degrees F during the drying period

Do not thin paint.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a minimum speed of 5 mph.

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized.

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

Apply 2-coat paint at the approximate rate of 215 sq ft/gal for each coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe. If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns to apply a single yellow stripe
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns to apply a single yellow stripe
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

84-2.03B(7) Contrast Striping

Contrast striping consists of black striping placed on each side of a white stripe.

04-19-19

You may use permanent tape instead of paint or thermoplastic.

10-19-18

Apply contrast stripe paint in one coat.

Do not use glass beads or other reflective elements in contrast striping material.

84-2.03B(8)–84-2.03B(10) Reserved

04-19-19

84-2.04 PAYMENT

10-19-18

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The payment quantity for a pavement marking is the area covered.

A double traffic stripe consisting of two 6-inch-wide yellow stripes are measured as 2 traffic stripes except for painted traffic stripes and sprayable thermoplastic traffic stripes. A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide yellow stripes are measured as single traffic stripe.

A double painted traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

The payment quantity for contrast striping is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Replace section 84-9 with:

84-9 EXISTING MARKINGS

10-19-18

84-9.01 GENERAL

84-9.01A Summary

Section 84-9 includes specifications for removing existing markings.

Work performed on existing markings must comply with section 15.

84-9.01B Definitions

Reserved

84-9.01C Submittals

04-19-19

Submit your proposed method for removing traffic stripes and pavement markings at least 7 days before starting the removal work. Allow 2 business days for the review.

10-19-18

84-9.02 MATERIALS

Not Used

84-9.03 CONSTRUCTION

84-9.03A General

Remove existing traffic stripes before making any changes to the traffic pattern.

Remove existing traffic stripes and pavement markings before applying the following materials:

1. Traffic stripe and pavement marking tape
2. Two component traffic stripes and pavement markings
3. Methyl methacrylate traffic stripes and pavement markings

Remove contrast stripes, traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Remove pavement markings such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

84-9.03B Remove Traffic Stripes and Pavement Markings Containing Lead

Reserved

84-9.03C–84-9.03J Reserved

84-9.04 PAYMENT

The payment quantity for remove traffic stripe is the measured length multiplied by:

- 1. 0.67 for a single 4-inch-wide traffic stripe
- 2. 1.34 for a single 8-inch-wide traffic stripe
- 3. 2 for a double traffic stripe

The payment quantity for remove traffic stripe does not include the gaps in broken traffic stripes. Payment for removal of paint evident in a gap is included in the payment for remove traffic stripe of the type involved.

If no bid item is shown on the Bid Item List for remove pavement marking, remove pavement marking is paid for as remove traffic stripe of the types shown in the Bid Item List and the payment quantity for 1 square foot of pavement marking is 3 linear feet.

DIVISION X ELECTRICAL WORK

86 GENERAL

04-19-19

Replace section 86-1.01B with:

86-1.01B Definitions

accessible pedestrian signal: Accessible pedestrian signal as defined in the *California MUTCD*.

accessible walk indication: Activated audible and vibrotactile action during the walk interval.

actuation: Actuation as defined in the *California MUTCD*.

ambient sound level: Background sound level in dB at a given location.

ambient sound sensing microphone: Microphone that measures the ambient sound level in dB and automatically adjusts the accessible pedestrian signal speaker's volume.

audible speech walk message: Audible prerecorded message that communicates to pedestrians which street has the walk interval.

CALiPER: Commercially Available LED Product Evaluation and Reporting. A U.S. Department of Energy program that individually tests and provides unbiased information on the performance of commercially available LED luminaires and lights.

controller assembly: Assembly for controlling a system's operations, consisting of a controller unit and auxiliary equipment housed in a waterproof cabinet.

controller unit: Part of the controller assembly performing the basic timing and logic functions.

correlated color temperature: Absolute temperature in kelvin of a blackbody whose chromaticity most nearly resembles that of the light source.

detector: Detector as defined in the *California MUTCD*.

electrolier: Assembly of a lighting standard and luminaire.

flasher: Device for opening and closing signal circuits at a repetitive rate.

illuminance gradient: Ratio of the minimum illuminance on a 1-foot square of sign panel to that on an adjacent 1-foot square of sign panel.

inductive loop detector: Detector capable of being actuated by an inductance change caused by a vehicle passing or standing over the loop. An inductive loop detector includes a loop or group of loops installed in the roadway and a lead-in cable installed and connected inside a controller cabinet.

junction temperature: Temperature of the electronic junction of the LED device. The junction temperature is critical in determining photometric performance, estimating operational life, and preventing catastrophic failure of the LED.

L70: Extrapolated life in hours of the luminaire when the luminous output depreciates 30 percent from the initial values.

lighting standard: Pole and mast arm supporting the luminaire.

link: Part of a system which provides a data connection between a transmitter and receiver.

LM-79: Test method from the Illumination Engineering Society of North America specifying the test conditions, measurements, and report format for testing solid state lighting devices, including LED luminaires.

LM-80: Test method from the Illumination Engineering Society of North America specifying the test conditions, measurements, and report format for testing and estimating the long-term performance of LEDs for general lighting purposes.

luminaire: Assembly that houses the light source and controls the light emitted from the light source.

mid-span access method: Procedure in which fibers from a single buffer tube are accessed and spliced to a multi buffer tube cable without cutting the unused fibers in the buffer tube, or disturbing the remaining buffer tubes in the cable.

National Voluntary Laboratory Accreditation Program: U.S. Department of Energy program that accredits independent testing laboratories.

optical time domain reflectometer: Fiber optic test equipment that is used to measure the total amount of power loss between two points and over the corresponding distance. It provides a visual and printed display of the relative location of system components such as fiber sections, splices and connectors as well as the losses that are attributed to each component and or defects in the fiber.

pedestrian change interval: Pedestrian change interval as defined in the *California MUTCD*.

powder coating: Coating applied electrostatically using exterior-grade, UV-stable, polymer powder.

power factor: Ratio of the real power component to the complex power component.

power meter: Portable fiber optic test equipment that, when coupled with a light source, is used to perform end-to-end attenuation testing. Its display indicates the amount of power injected by the light source at the designed wavelength of the system under testing that arrives at the receiving end of the link.

pretimed controller assembly: Assembly operating traffic signals under a predetermined cycle length.

programming mechanism: Device to program the accessible pedestrian signal operation.

pull box: Box with a cover that is installed in an accessible place in a conduit run to facilitate the pulling in of wires or cables.

push button information message: Push button information message as defined in the *California MUTCD*.

push button locator tone: Push button locator tone as defined in the *California MUTCD*.

segment: Continuous cable terminated by 2 splices, 2 connectors or 1 splice and 1 connector.

signal face: Signal face as defined in the *California MUTCD*.

signal head: Signal head as defined in the *California MUTCD*.

signal indication: Signal indication as defined in the *California MUTCD*.

signal section: Signal section as defined in the *California MUTCD*.

signal standard: Pole with or without mast arms carrying 1 or more signal faces.

street side lumens: Lumens from a luminaire directed to light up areas between the fixture and the roadway, such as traveled ways and freeway lanes.

surge protection device: Subsystem or component that protects equipment against short-duration voltage transients in power line.

total harmonic distortion: Ratio of the rms value of the sum of the squared individual harmonic amplitudes to the rms value of the fundamental frequency of a complex waveform.

traffic-actuated controller assembly: Assembly for operating traffic signals under the varying demands of traffic as registered by detector actuation.

traffic phase: Traffic phase as defined in the *California MUTCD*.

vehicle: Vehicle as defined in the *California Vehicle Code*.

vibrotactile pedestrian device: Vibrotactile pedestrian device as defined in the *California MUTCD*.

Delete the 9th and 10th paragraphs of section 86-1.01C(1).

10-19-18

Replace section 86-1.01C(3) with:

10-19-18

86-1.01C(3) Luminaires

Submit for a luminaire:

1. Maximum power in watts
2. Maximum designed junction temperature
3. Heat sink area in square inches
4. Designed junction-to-ambient thermal resistance calculation with thermal resistance components clearly defined
5. L70 in hours when extrapolated for the average nighttime operating temperature
6. Life expectancy based on the junction temperature
7. Manufacturer's data sheet for the power supply, including the rated life

Submit the manufacturer's QC test data for luminaires as an informational submittal.

Replace section 86-1.01C(4) with:

10-19-18

86-1.01C(4) Reserved

Replace the 3rd paragraph of section 86-1.02B(1) with:

04-19-19

Conduit used for horizontal directional drilling must be high density polyethylene Type IPS, SDR 9 and comply with ASTM F2160.

Replace the 8th paragraph of section 86-1.02B(1) with:

10-19-18

High density polyethylene for innerduct must:

1. Comply with ASTM D3485, D3035, D2239, and D2447, and NEMA TC7 and TC2
2. Have a minimum tensile yield strength of 3300 psi under ASTM D638
3. Have a density of $59.6187 \text{ lb/ft}^3 \pm 0.3121 \text{ lb/ft}^3$ under ASTM D1505

04-19-19

Replace the 9th paragraph of section 86-1.02B(1) with:

04-19-19

Tracer wire must be a minimum no. 12 solid copper conductor with orange insulation Type TW, THW, RHW, or USE. For direct burial, the tracer wire insulation must be Type UF.

Replace the 4th paragraph of section 86-1.02C(1) with:

10-19-18

The cover marking must include CALTRANS and one of the following:

1. *SERVICE* for service circuits between a service point and service disconnect
2. *SERVICE IRRIGATION* for circuits from a service equipment enclosure to an irrigation controller
3. *SERVICE BOOSTER PUMP* for circuits from a service equipment enclosure to the booster pump
4. *TDC POWER* for circuits from a service equipment enclosure to telephone demarcation cabinet
5. *LIGHTING* for a lighting system
6. *SIGN ILLUMINATION* for a sign illumination system
7. *SIGNAL AND LIGHTING* for a signal and lighting system
8. *RAMP METER* for a ramp metering system
9. *TMS* for a traffic monitoring station
10. *FLASHING BEACON* for a flashing beacon system
11. *CMS* for a changeable message sign system
12. *INTERCONNECT* for an interconnect conduit and cable system
13. *FIBER OPTIC* for fiber optic cable system
14. *ELECTRICAL SYSTEMS* if more than one system is shared in the same pull box

10-19-18

Delete the 3rd paragraph of section 86-1.02C(2).

Replace the 1st and 2nd paragraphs of section 86-1.02C(3) with:

10-19-18

A traffic pull box and cover must comply with AASHTO HS20-44 and load tested under AASHTO M 306.

The frame must be anchored to the box with 2-1/4-inch-long concrete anchors with a 1/4 inch diameter. A no. 3-1/2(T) pull box must have 4 concrete anchors, one placed in each corner. No. 5(T) and no. 6(T) pull

boxes must have 6 concrete anchors, one placed in each corner and one near the middle of each of the longer sides.

Replace section 86-1.02C(4)(b) with:

10-19-18

86-1.02C(4)(b) Tamper-Resistant Nontraffic Pull Box

86-1.02C(4)(b)(i) General

A tamper resistant nontraffic pull box must include a pull box with one of the following:

1. Anchored cover
2. Lockable cover
3. Pull box insert

86-1.02C(4)(b)(ii) Anchored Cover

The anchored cover must:

1. Be of 1/2-inch-thick mild steel, hot dip galvanized, post fabrication.
2. Be hot dip galvanized after manufacturing with spikes removed from the galvanized surfaces.
3. Have a center space for a top lock nut that must be torqued to 200 ft-lb.
4. Have a center opening for a stainless steel threaded cap to cover the lock nut.
5. Weigh a minimum of 85 lb.
6. Include an all-around security skirt of 1/4-inch thick steel. The skirt must be sized to encase a nontraffic pull box or sized to fit within a traffic pull box.
7. Be welded to the skirt.

86-1.02C(4)(b)(iii) Lockable Cover

The lockable cover must:

1. Be manufactured from minimum 3/16-inch-thick galvanized steel or a polymer of minimum strength equal to 3/16 inch steel.
2. Be secured to the pull box with a locking mechanism of equal or greater strength than the manufactured material.
3. Have 1/2-by-2-inch slot holes for lifting.
4. Have dimensions complying with one of the following:
 - 4.1. Department's standards for pull box covers as shown if the lockable cover is secured to the inside lip of the pull box.
 - 4.2. Department's standards for the length and width as shown for pull box covers if the lockable cover is secured to the top of the pull box.

86-1.02C(4)(b)(iv) Pull Box Insert

The pull box insert must:

1. Be made of minimum 3/16-inch-thick or 10 gauge mild hot-dipped galvanized steel
2. Have a minimum of 2 mounting brackets that rest under the side or end wall
3. Be lockable with a padlock having a minimum 3/8-inch shackle
4. Have dimensions complying with the Department's standards for the length and width as shown for pull box covers

10-19-18

Delete section 86-1.02C(4)(d).

10-19-18

Delete section 86-1.02C(4)(e).

Delete section 86-1.02C(4)(f).

Replace section 86-1.02D(3) with:

10-19-18

86-1.02D(3) Warning Tape

Warning tape must be orange color polyolefin film, minimum elongation of 500 percent before breakage, water and corrosion resistant, and comply with requirements shown in the following table:

Warning Tape Requirements

Quality characteristic	Requirement
Thickness (min, mil)	4
Width (in)	4
Tensile strength of material (min, psi)	2800
Message spacing intervals (ft)	3

The warning tape must have a printed message that reads: CAUTION: CALTRANS FACILITIES BELOW.

The printed text height and color must be 1 inch, black color text over bright orange background.

Replace the 2nd paragraph of section 86-1.02E with:

10-19-18

Each sensor must:

1. Have a dissipation factor less than 0.04 nF when measured in the 20 nF range
2. Have resistance greater than 20 Megaohms
3. Be 1/4 inch wide by 6 feet long by 1/16 inch thick
4. Have a RG-58C/U coaxial screen transmission cable, jacketed with high-density polyethylene, rated for direct burial and resistant to nicks and cuts
5. Operate over a temperature range from -40 to 160 degrees F
6. Have a signal to noise ratio equal to or greater than 10 to 1
7. Have an output signal of a minimum 250 mV \pm 20 percent for a wheel load of 400 lb at 55 mph and 70 degrees F
8. Have an insulation resistance greater than 500 M Ω
9. Have a life cycle of a minimum 25 million equivalent single axle loadings

Replace section 86-1.02F(1) with:

10-19-18

86-1.02F(1) General

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

Replace the 2nd paragraph of section 86-1.02F(2)(a) with:

10-19-18

Conductors must be identified as shown in the following table:

Conductor Identification

Circuit	Signal phase or function	Identification			Copper size
		Insulation color		Band symbols	
		Base	Stripe ^a		

DRAFT

Signals (vehicle) ^{a,b}	2, 6	Red, yellow, brown	Black	2, 6	14
	4, 8	Red, yellow, brown	Orange	4, 8	14
	1, 5	Red, yellow, brown	None	1, 5	14
	3, 7	Red, yellow, brown	Purple	3, 7	14
	Ramp meter 1	Red, yellow, brown	None	No band required	14
	Ramp meter 2	Red, yellow, brown	Black	No band required	14
Pedestrian signals	2p, 6p	Red, brown	Black	2p, 6p	14
	4p, 8p	Red, brown	Orange	4p, 8p	14
	1p, 5p	Red, brown	None	1p, 5p	14
	3p, 7p	Red, brown	Purple	3p, 7p	14
Push button assembly or accessible pedestrian signal	2p, 6p	Blue	Black	P-2, P-6	14
	4p, 8p	Blue	Orange	P-4, P-8	14
	1p, 5p	Blue	None	P-1, P-5	14
	3p, 7p	Blue	Purple	P-3, P-7	14
Traffic signal controller cabinet	Ungrounded circuit conductor	Black	None	CON-1	6
	Grounded circuit conductor	White	None	CON-2	6
Highway lighting pull box to luminaire	Ungrounded - line 1	Black	None	No band required	14
	Ungrounded - line 2	Red	None	No band required	14
	Grounded	White	None	No band required	14
Multiple highway lighting	Ungrounded - line 1	Black	None	ML1	10
	Ungrounded - line 2	Red	None	ML2	10
	Ungrounded - line 3	White	None	ML3	10
Lighting control	Ungrounded - Photoelectric unit	Black	None	C1	14
	Switching leg from Photoelectric unit or SM transformer	Red	None	C2	14
Service	Ungrounded - line 1 (signals)	Black	None	No band required	6
	Ungrounded - line 2 (lighting)	Red	None	No band required	8
Sign lighting	Ungrounded - line 1	Black	None	SL-1	10
	Ungrounded - line 2	Red	None	SL-2	10
Flashing beacons	Ungrounded between flasher and beacons	Red or yellow	None	FB-Location. ^c	14
Grounded circuit conductor	Push button assembly or accessible pedestrian signal	White	Black	No band required	14
	Signals and multiple lighting	White	None	No band required	10
	Flashing beacons and sign lighting	White	None	No band required	12
	Lighting control	White	None	C-3	14

	Service	White	None	No band required	14
Railroad preemption		Black	None	R	14
Spares		Black	None	No band required	14

Notes:

^aOn overlaps, the insulation is striped for the 1st phase in the designation, e.g., phase (2+3) conductor is striped as for phase 2.

^bBand for overlap and special phases as required

^cFlashing beacons having separate service do not require banding.

10-19-18

Delete the 4th paragraph of section 86-1.02F(2)(a).

Replace the 2nd paragraph of section 86-1.02F(2)(c)(ii) with:

10-19-18

An equipment grounding conductor must be insulated.

Replace the 3rd paragraph of section 86-1.02F(3)(d)(ii) with:

10-19-18

Cable must comply with the requirements shown in the following table:

Cable type	Conductor quantity and type	Cable jacket thickness (mils)		Maximum nominal outside diameter (inch)	Conductor color code
		Average	Minimum		

3CSC	3 no. 14	44	36	0.40	Blue/black stripe, blue/orange stripe, white/black stripe
5CSC	5 no. 14	44	36	0.50	Red, yellow, brown, black, white
9CSC	1 no. 12 8 no. 14	60	48	0.65	No. 12 - white, No. 14 - red, yellow, brown, black, red/black stripe, yellow/black stripe, brown/black stripe, white/black stripe
12CSC	1 no. 12 11 no. 14	60	48	0.80	No. 12 - white No. 14 - red, yellow, brown, black, red/black stripe, yellow/black stripe, brown/black stripe, black/red stripe, black/white stripe, red/white stripe, brown/white stripe
28CSC	1 no. 10 27 no. 14	80	64	0.90	No. 10 - white No. 14 - red/black stripe, yellow/black stripe, brown/black stripe, red/orange stripe, yellow/orange stripe, brown/orange stripe, red/silver stripe, yellow/silver stripe, brown/silver stripe, red/purple stripe, yellow/purple stripe, brown/purple stripe, red/2 black stripes, brown/2 black stripes, red/2 orange stripes, brown/2 orange stripes, red/2 silver stripes, brown/2 silver stripes, red/2 purple stripes, brown/2 purple stripes, blue/black stripe, blue/orange stripe, blue/silver stripe, blue/purple stripe, white/black stripe, black/red stripe, black

Replace the 3rd paragraph of section 86-1.02G with:

10-19-18

The self-adhesive reflective labels must:

1. Be from 3 to 5 mils thick
2. Have all black capital characters on a white background
3. Extend beyond the character by a minimum of 1/4 inch

Replace the 4th paragraph of section 86-1.02H with:

10-19-18

PVC electrical tape must have a minimum thickness of 6 mils.

Replace section 86-1.02K with:

10-19-18

86-1.02K Luminaires

86-1.02K(1) General

A luminaire must:

1. Be self-contained, not requiring assembly.
2. Comply with UL 1598 for luminaires in wet locations.
3. Have a power supply with ANSI/IEC rating of at least IP65.
4. Weigh less than 35 lb.
5. Have a minimum operating life of 100,000 hours when operated for an average time of 11.5 hours at an average temperature of 70 degrees F.
6. Operate over a temperature range from -40 to 130 degrees F.
7. Be operationally compatible with photoelectric controls.
8. Have a correlated color temperature range from 2700 to 3500 K and a color rendering index of 70 or greater.
9. Have a maximum-effective projected area of 1.4 sq ft when viewed from either side or end.
10. Comply with California Test 611.
11. Have a power factor of 0.90 or greater. The total harmonic distortion, current, and voltage induced into a power line by a luminaire must not exceed 20 percent.
12. Comply with the maximum power consumption and isofootcandle curves as shown.
13. Be on the Authorized Material List for LED luminaires or must be submitted for testing and addition to the AML.

A luminaire must include a surge protection device to withstand high-repetition noise transients caused by utility line switching, nearby lightning strikes, and other interferences. The device must protect the luminaire from damage and failure due to transient voltages and currents as defined in Tables 1 and 4 of ANSI/IEEE C64.41.2 for location category C-High. The surge protection device must comply with UL 1449 and ANSI/IEEE C62.45 based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High.

The luminaire must operate over the entire voltage range from 120 to 480 V(ac), 60 ± 3 Hz or one of the following:

1. From 95 to 277 V(ac) for luminaires rated 120 V(ac) or 240 V(ac)
2. From 347 to 480 V(ac) for luminaires rated 480 V(ac)

The fluctuations of line voltage must have no visible effect on the luminous output.

The L70 of the luminaire must be the minimum operating life or greater. Illuminance measurements must be calibrated to standard photopic calibrations.

The luminaire's housing must withstand a 1008 hour cyclic salt fog spray/UV test under ASTM D5894 and an evaluation under ASTM D714 with a blister size of 8 or greater and no more than medium density.

The luminaire's housing must be marine-grade alloy with less than 0.2 percent copper or die cast aluminum. All exposed aluminum must be anodized. A chromate conversion undercoating must be used underneath a thermoplastic polyester powder coat.

External bolts, screws, hinges, hinge pins, and door closure devices must be corrosion resistant.

The housing must be designed to prevent the buildup of water on its top surface. Exposed heat sink fins must be oriented to allow water to run off the luminaire and carry dust and other accumulated debris away from the unit. The optical assembly of the luminaire must be protected against dust and moisture intrusion to at least an UL 60529 rating of IP66. The power supply enclosure must be protected to at least an UL 60529 rating of IP43.

If the components are mounted on a down-opening door, the door must be hinged and secured to the luminaire's housing separately from other components. The door must be secured to the housing to prevent accidental opening. A safety cable must mechanically connect the door to the housing.

A luminaire must have a barrier-type terminal block secured to the housing to connect field wires. The terminal screws must be captive and equipped with wire grips for conductors up to no. 6.

The conductors and terminals must be identified and marked.

If needed, each refractor or lens must be made of UV-inhibiting high-impact plastic, such as acrylic or polycarbonate, or heat and impact-resistant glass. The refractor or lens must be resistant to scratching. Polymeric materials, except for the lenses of enclosures containing either the power supply or electronic components of the luminaire, must be made of UL94 V-0 flame-retardant materials.

The luminaire must be permanently marked inside the unit and outside of its packaging box. Marking consists of:

1. Manufacturer's name or trademark
2. Month and year of manufacture
3. Model, serial, and lot numbers
4. Rated voltage, wattage, and power in VA

An LED luminaire must:

1. Comply with Class A emission limits under 47 CFR 15(B) for the emission of electronic noise.
2. Have a power supply with:
 - 2.1. 2 leads to accept standard 0-10 V(dc).
 - 2.2. Dimming control compatible with IEC 60929, Annex E. If the control leads are open or the analog control signal is lost, the circuit must default to 100-percent power.
 - 2.3. Case temperature self rise of 77 degrees F or less above ambient temperature in free air with no additional heat sinks.
3. Have passive thermal management with enough capacity to ensure proper heat dissipation and functioning of the luminaire over its minimum operating life. The maximum junction temperature for the minimum operating life must not exceed 221 degrees F.
4. Have a junction-to-ambient thermal resistance of 95 degrees F per watt or less.
5. Contain circuitry that automatically reduces the power to the LEDs so the maximum junction temperature is not exceeded when the ambient temperature is 100 degrees F or greater.
6. Have a heat sink made of aluminum or other material of equal or lower thermal resistance. The use of fans or other mechanical devices is not allowed for cooling the luminaire.

The catastrophic loss or failure of 1 LED must not result in the loss of more than 20 percent of the total luminous output of the LED luminaire.

86-1.02K(2) Roadway luminaires

A roadway luminaire must:

1. Have a housing color that matches a color no. 26152 to 26440, 36231 to 36375, or 36440 of AMS-STD-595
2. Have an ANSI C136.41-compliant, locking-type, photocontrol receptacle with dimming connections and a watertight shorting cap
3. Not allow more than 2.5 percent of the rated lumens to project above 80 degrees measured up from the vertical plane in the direction of the roadway
4. Have equipment identification character labels outside the unit on the side that will face the road. Equipment identification characters consist of:
 - 4.1. R1 for Roadway 1, R2 for Roadway 2, R3 for Roadway 3, and R4 for Roadway 4
 - 4.2. Rated wattage

The luminaire's housing must have a slip fitter that must:

1. Fit on mast arms with outside diameters from 1-5/8 to 2-3/8 inches
2. Be adjustable to a minimum of ± 5 degrees from the axis of the tenon in a minimum of 5 steps: +5, +2.5, 0, -2.5, -5
3. Have clamping brackets that:
 - 3.1. Are made of corrosion-resistant materials or treated to prevent galvanic reactions
 - 3.2. Do not bottom out on the housing bosses when adjusted within the designed angular range
 - 3.3. Do not permanently set in excess of 1/32 inch when tightened

86-1.02K(3) Overhead Sign Luminaires

An overhead sign luminaire must:

1. Have a uniformity average to minimum ratio of 10:1 for the distribution of light reflected on a 16' wide by 10' high sign panel
2. Not allow more than 2.5 percent of the rated lumens to project above 65 degrees measured up from the horizontal plane in the direction of the sign panel
3. Mount at a maximum height of 12 inches above the top of the mounting rails
4. Mount directly to the sign structure as shown or with a mounting adapter that meets the material requirements of the luminaire's housing

Replace section 86-1.02M with:

10-19-18

86-1.02M Photoelectric Controls

Photoelectric control types are as shown in the following table:

Photoelectric Control Types	
Control type	Description
I	Pole-mounted photoelectric unit. Test switch and a 15-A circuit breaker per ungrounded conductor, housed in an enclosure.
II	Pole-mounted photoelectric unit. Contactor, a 15-A circuit breaker per ungrounded conductor, and test switch located in a service equipment enclosure.
III	Pole-mounted photoelectric unit. Contactor, a 15-A circuit breaker per ungrounded conductor, and a test switch housed in an enclosure.
IV	A photoelectric unit that plugs into a NEMA twist-lock receptacle, integral with the luminaire.
V	A photoelectric unit, contactor, a 15-A circuit breaker per ungrounded conductor, and test switch located in a service equipment enclosure.

The pole-mounted adaptor for Type I, II, and III photoelectric controls must include a terminal block and cable supports or clamps to support the wires.

Photoelectric unit must:

1. Have a screen to prevent artificial light from causing cycling.

2. Have a rating of 60 Hz, 105-130 V(ac), 210-240 V(ac), or 105-240 V(ac).
3. Operate at a temperature range from -20 to 55 degrees C.
4. Consume less than 10 W.
5. Be a 3-prong, twist-lock type with a NEMA IP 65 rating, ANSI C136.10-compliant.
6. Have a fail-on state.
7. Fit into a NEMA-type receptacle.
8. Turn on from 1 to 5 footcandles and turn off from 1.5 to 5 times the turn-on level. Measurements must be made by procedures in *EEI-NEMA Standards for Physical and Electrical Interchangeability of Light-Sensitive Control Devices Used in the Control of Roadway Lighting*.

Type I, II, III, and V photoelectric controls must have a test switch to allow manual operation of the lighting circuit. Switch must be:

1. Single-hole mounting, toggle type
2. 15 A, single pole and single throw
3. Labeled *Auto-Test* on a nameplate

Photoelectric control's contactor must be:

1. Normally open
2. Mechanical-armature type with contacts of fine silver, silver alloy, or equal or better material
3. Installed to provide a minimum space of 2-1/2 inches between the contactor terminals and the enclosure's sides

The terminal blocks must be rated at 25 A, 600 V(ac), molded from phenolic or nylon material, and be the barrier type with plated-brass screw terminals and integral marking strips.

Replace section 86-1.02N with:

10-19-18

86-1.02N Fused Splice Connectors

The fused splice connector for 240 and 480 V(ac) circuits must simultaneously disconnect both ungrounded conductors. The connector must not have exposed metal parts except for the head of the stainless steel assembly screw. The head of the assembly screw must be recessed a minimum of 1/32 inch below the top of the plastic boss that surrounds the head.

The connector must protect the fuse from water or weather damage. Contact between the fuse and fuse holder must be spring loaded.

Fuses must:

1. Be standard, midget, ferrule type
2. Have a nontime-delay feature
3. Be 13/32 by 1-1/2 inches

Fuse ratings for luminaires are shown in the following table:

Fuse Current Rating Requirements

Circuit voltage	Fuse voltage rating	Soffit and roadway luminaires
120 V(ac)	250 V(ac)	5 A
240 V(ac)	250 V(ac)	5 A
480 V(ac)	500-600 V(ac)	5 A

Fuse ratings for transformers are shown in the following table:

Fuse Current Rating Requirements

Circuit voltage	Fuse voltage rating	Fuse current rating for Single phase (two wires) Transformers (primary side)		
		1 kVA	2 kVA	3 kVA
120 V(ac)	250 V(ac)	10 A	20 A	30 A
240 V(ac)	250 V(ac)	6 A	10 A	20 A
480 V(ac)	500-600 V(ac)	3 A	6 A	10 A

Replace section 86-1.02P(1) with:

10-19-18

86-1.02P(1) General

The enclosures must be rated NEMA 3R and include a dead front panel and a hasp with a 7/16-inch-diameter hole for a padlock.

Except for a service equipment enclosure, an enclosure must:

1. Be manufactured from steel and either galvanized, cadmium plated, or powder coated
2. Mount to a standard, pole, post, or sign structural frame
3. Provide a minimum space of 2-1/2 inches between the internal components and the enclosure's sides

The enclosure's machine screws and bolts must not protrude outside the cabinet wall.

The fasteners on the exterior of an enclosure must be vandal resistant and not be removable. The exterior screws, nuts, bolts, and washers must be stainless steel.

Replace the 1st paragraph of section 86-1.02P(2) with:

04-19-19

Service equipment enclosure must:

1. Comply with the Electric Utility Service Equipment Requirements Committee
2. Meet the requirements of the service utility
3. Be watertight
4. Be factory wired and manufactured from steel and galvanized or have factory-applied, rust-resistant prime and finish coats, except Types II and III
5. Be marked as specified in NEC to warn of potential electric-arc flash hazards

04-19-19

Delete the 5th paragraph of 86-1.02P(2).

Add between 6th and 7th paragraphs of section 86-1.02P(2):

10-19-18

Service equipment enclosure must have the meter view windows located on the front side of the enclosure for Types III-AF, BF, CF and DF.

Service equipment enclosure must have the meter view windows located on the back side of the enclosure for Types III-AR, BR, CR and DR.

Replace the 7th paragraph of section 86-1.02P(2) with:

04-19-19

The meter area must have a sealable, lockable, weather-tight cover that can be removed without the use of tools.

Delete the 2nd sentence of the 9th paragraph of section 86-1.02P(2).

04-19-19

Delete section 86-1.02P(3).

10-19-18

Replace section 86-1.02Q(4)(a) with:

86-1.02Q(4)(a) General

10-19-18

The doors of a telephone demarcation cabinet must be attached using continuous aluminum steel piano hinges.

Add between the 2nd and 3rd paragraphs of section 86-1.02R(2):

Bracket arms must be long enough to allow proper alignment of signals and backplate installation.

10-19-18

Replace item 2 in the list in the 5th paragraph of section 86-1.02R(4)(a)(iii) with:

2. Be a black color throughout, including the door, matching color no. 17038, 27038, or 37038 of AMS-STD-595

10-19-18

Add to the beginning of section 86-1.02T:

Accessible pedestrian signal must be on the Authorized Material List for Accessible Pedestrian Signals.

04-19-19

Replace the 5th and 6th paragraphs of section 86-1.02T with:

The color of a metallic housing must match color no. 33538 of AMS-STD-595.

10-19-18

The color of a plastic housing must match color no. 17038, 27038, or 37038 of AMS-STD-595.

Replace the 7th paragraph of section 86-1.02T with:

Accessible pedestrian signal must:

04-19-19

1. Have controllable and programmable volume level and messaging
2. Be weatherproof and shockproof

Replace the 11th paragraph of section 86-1.02T with:

The cable between the accessible pedestrian signal assembly and the pedestrian signal head must be rated for outdoor use and have a:

10-19-18

1. Minimum four no. 18 stranded or larger tinned copper conductors with a minimum insulation thickness of 15 mils
2. Cable jacket with a minimum thickness of 20 mils and rated for a minimum:
 - 2.1. 300 V(ac)
 - 2.2. 80 degrees C
3. Nominal outside diameter less than 350 mils

4. Conductor color code of black, white, red and green

Replace the 1st paragraph of section 86-1.02U with:

10-19-18

The housing for a push button assembly must be made of die-cast aluminum, permanent mold-cast aluminum, or UV-stabilized self-extinguishing structural plastic.

The housing must have a uniform color that matches color no. 17038, 27038, or 37038 of AMS-STD-595.

Replace the 2nd paragraph of section 86-1.02W(4) with:

10-19-18

The cured hot-melt rubberized asphalt sealant must comply with the requirements shown in the following table:

Cured Hot-Melt Rubberized Asphalt Sealant Requirements

Quality characteristic	Test method	Requirement
Cone penetration, 25 °C, 150 g, 5 s (max, 1/10 mm)	ASTM D5329	35
Flow, 60 °C, 5 hr (max, mm)		5
Resilience, 25 °C (min, %)		25
Softening point (min, °C)	ASTM D36	82
Ductility, 25 °C, 5 cm/min (min, cm)	ASTM D113	30
Flash point, Cleveland Open Cup (min, °C)	ASTM D92	288
Viscosity, no. 27 spindle, 20 rpm, 190 °C (Pa*s)	ASTM D4402	2.5–3.5

Replace the 2nd paragraph of section 86-1.02Y with:

10-19-18

A transformer must be a dry type designed for operation on a 60 Hz supply. The transformer must have a decal showing a connection diagram. The diagram must show either color coding or wire tagging with primary (H1, H2) or secondary (X1, X2) markers and the primary and secondary voltage and volt-ampere rating. A transformer must comply with the electrical requirements shown in the following table:

Transformer Electrical Requirements

Quality characteristic	Requirement
Rating (V(ac))	120/240, 120/480, 240/120, 240/480, 480/120, or 480/240
Efficiency (%)	> 95
Secondary voltage regulation and tolerance from half load to full load (%)	±3

AA

87 ELECTRICAL SYSTEMS

04-19-19

Replace *Reserved* in section 87-1.01C with:

10-19-18

Submit a digital file for geographic information system mapping for:

1. Conduit
2. Pull boxes
3. Cabinets

4. Service equipment enclosures
5. Standards

The digital file must consist of:

1. Longitudinal and latitude coordinates, under the WGS84 reference coordinate system. The coordinates must be in decimal format having 6 significant figures after the decimal point. Coordinates must be read at the center of pull boxes, cabinet, standards, and service equipment enclosures; and on top of conduit at 20-foot intervals before backfill.
2. Type, depth and size for conduits.
3. Type for pull boxes, standards, cabinets, and service equipment enclosures.

Replace item 4 in the list in the 1st paragraph of section 87-1.01D(2)(a) with:

4. Luminaires

10-19-18

Replace section 87-1.01D(2)(d) with:

10-19-18

87-1.01D(2)(d) Piezoelectric Axle Sensors

Piezoelectric axle sensors test consists of:

1. Demonstrating for each sensor:
 - 1.1. Capacitance is within 20 percent of the value shown on the sensor's data sheet
 - 1.2. Dissipation factor is less than 0.04 nF when measured in the 20 nF range
 - 1.3. Resistance is greater than 20 Megaohms
2. Collecting a minimum of 100 vehicle records for each lane and demonstrating:
 - 2.1. Volume is within ± 3 percent accuracy
 - 2.2. Vehicle classification is within 95 percent accuracy by type

Replace the 7th paragraph of section 87-1.03A with:

10-19-18

Notify the Engineer immediately if an existing facility is damaged by your activities:

1. Damaged existing traffic signal systems must be repaired or replaced within 24 hours. If the system cannot be fixed within 24 hours or it is located on a structure, provide a temporary system until the system can be fixed.
2. Damaged existing lighting systems must be repaired or replaced by nightfall. If the system cannot be fixed by nightfall, provide a temporary system until the system can be fixed.

Add to the end of section 87-1.03A:

10-19-18

Collect the geographic information system mapping data.

Replace the 12th paragraph of section 87-1.03B(1) with:

10-19-18

For Type 1, 2, and 5 conduits, use threaded bushings and bond them using a jumper. For other types of conduit, use nonmetallic bushings or end bell.

Replace the 3rd paragraph of section 87-1.03B(3)(a) with:

10-19-18

Place a minimum of 2 inches of sand bedding in a trench before installing the conduit and 18 inches of slurry cement over the conduit before placing additional backfill material.

The slurry must be pigmented to match AMS-STD-595.

Replace the 1st sentence in the 6th paragraph of section 87-1.03B(3)(c) with:

10-19-18

Backfill trench with slurry concrete under section 19-3.02E.

Replace the 9th paragraph of section 87-1.03B(3)(c) with:

10-19-18

Install innerducts as one continuous unit between vaults. Innerducts may be interrupted inside pull boxes located between vaults and cabinets.

Replace section 87-1.03D with:

10-19-18

87-1.03D Reserved

Replace section 87-1.03E(2) with:

04-19-19

Dig a trench for the electrical conduits or direct burial cables. Do not excavate until the installation of the conduit or direct burial cables.

Place excavated material in a location that will not interfere with traffic or surface drainage.

After placing the conduit or direct burial cable, backfill the trench.

Compact the backfill to a minimum relative compaction of:

1. 95 percent when placed within the hinge points and in areas where pavement is to be constructed
2. 90 percent when placed outside the hinge points and not under pavement

Restore the sidewalks, pavement, and landscaping at a location before starting excavation at another location.

Replace section 87-1.03E(3) with:

10-19-18

87-1.03E(3) Concrete Pads, Foundations, and Pedestals

Construct foundations for standards, poles, metal pedestals, and posts under section 56-3.

Construct concrete pads, foundations, and pedestals for controller cabinets, telephone demarcation cabinets, and service equipment enclosures on firm ground.

Install anchor bolts using a template to provide proper spacing and alignment. Moisten the forms and ground before placing the concrete. Keep the forms in place until the concrete sets for at least 24 hours to prevent damage to the surface.

Use minor concrete for pads, foundations, and pedestals.

Construct a pad in front of a Type III service equipment enclosure. The pad must be 24 inches in length, 4 inches in thickness, and must match the width of the foundation.

In unpaved areas, place the top of the foundation 6 inches above the surrounding grade, except place the top:

1. 1 foot 6 inches above the grade for 336L cabinets
2. 1 foot 8 inches above the grade for Type C telephone demarcation cabinets
3. 2 inches above the grade for Type III service equipment enclosures

The pad must be 2 inches above the surrounding grade in unpaved areas.

In and adjacent to the sidewalk and other paved areas, place the top of the foundation 4 inches above the surrounding grade, except place the top:

1. 1 foot 6 inches above the grade for 336L cabinets
2. 1 foot 8 inches above the grade for Type C telephone demarcation cabinets
3. Level with the finished grade for Type G and Type A cabinets and Type III service equipment enclosures

The pad must be level with the finished grade in paved areas.

Apply an ordinary surface finish under section 51-1.03F.

Allow the foundation to cure for at least 7 days before installing any equipment.

Replace the last paragraph of section 87-1.03F(1) with:

Install a tracer wire.

04-19-19

Replace the 1st paragraph of section 87-1.03F(3)(c)(ii) with:

Install a Type 1 or 2 inductive loop conductor except use Type 2 for Type E and F loop detectors.

10-19-18

Delete the last paragraph of section 87-1.03G.

10-19-18

Replace the 4th paragraph of section 87-1.03H(2) with:

Use Method B as follows:

10-19-18

1. Cover the splice area completely with an electrical insulating coating and allow it to dry.
2. Apply 3 layers of half-lapped, PVC electrical tape.
3. Apply 2 layers of butyl-rubber, stretchable tape with liner.
4. Apply 3 layers of half-lapped, PVC, pressure-sensitive, adhesive tape.
5. Cover the entire splice with an electrical insulating coating and allow it to dry.

Replace section 87-1.03N with:

10-19-18

87-1.03N Fused Splice Connectors

Install a fuse splice connector with a fuse in each ungrounded conductor for luminaires, except for overhead sign luminaires. The connector must be located in the pull box adjacent to the luminaires.

If the pull box for the roadway luminaire is tamper resistant, install a fuse splice connector with 10 A fuse in the pull box and an additional fuse splice connector with a 5 A fuse in the handhole.

Install a fuse splice connector with a fuse on primary side of transformer.

Crimp the connector terminals onto the ungrounded conductors using a tool under the manufacturer's instructions. Insulate the terminals and make them watertight.

Add to the end of section 87-1.03T:

10-19-18

When replacing an existing accessible pedestrian signal, the housing color must match the color of the existing housing.

Add to the end of section 87-1.03U:

10-19-18

When replacing an existing push button assembly, the housing color must match the color of the existing housing.

Add between the 1st and 2nd paragraphs of section 87-1.03Y:

04-19-19

Use a submersible type transformer inside pull boxes.

Replace the 2nd paragraph of section 87-2.03A with:

10-19-18

Tighten the cap screws of the luminaire's clamping bracket to 10 ft-lb for roadway luminaires.

Replace section 87-3 with:

10-19-18

87-3 SIGN ILLUMINATION SYSTEMS

87-3.01 GENERAL

Section 87-3 includes specifications for constructing sign illumination systems.

Sign illumination system includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors
5. Overhead sign luminaires
6. Service equipment enclosure
7. Photoelectric control

The components of a sign illumination system are shown on the project plans.

87-3.02 MATERIALS

Reserved

87-3.03 CONSTRUCTION

Perform the conductor test.

Install overhead sign luminaires under the manufacturer's instructions.

Do not modify the sign structure or mounting channels.

Perform the operational tests for the system.

87-3.04 PAYMENT

Not Used

Replace section 87-4.01D with:

10-19-18

87-4.01D Quality Assurance

Reserved

Replace section 87-4.02B with:

10-19-18

87-4.02B Battery Backup System

A battery backup system includes the cabinet, batteries, and the Department-furnished electronics assembly.

The electronics assembly includes the inverter/charger unit, power transfer relay, manually-operated bypass switch, battery harness, utility interconnect wires, battery temperature probe, and relay contact wires.

Replace the 2nd sentence in the 15th paragraph of section 87-4.02C with:

10-19-18

The background must comply with color no. 14109 of AMS-STD-595.

Replace section 87-4.03B with:

10-19-18

87-4.03B Battery Backup System Cabinets

Install the battery backup system cabinet to the right of the controller cabinet.

If installation on the right side is not possible, obtain authorization for installation on the left side.

Provide access for power conductors between the cabinets using:

1. 2-inch nylon-insulated, steel chase nipple
2. 2-inch steel sealing locknut
3. 2-inch nylon-insulated, steel bushing

Remove the jumper between the terminals labeled *BBS-1* and *BBS-2* in the 5 position terminal block in the controller cabinet before connecting the Department-furnished electronics assembly.

Replace section 87-7.02 with:

10-19-18

87-7.02 MATERIALS

Flashing beacon control assembly includes:

1. Enclosure.
2. Barrier-type terminal blocks rated for 25 A, 600 V(ac), made of molded phenolic or nylon material and have plated-brass screw terminals and integral marking strips.
3. Solid state flasher complying with section 8 of NEMA standards publication no. TS 1 for 10 A, dual circuits.
4. 15-A, circuit breaker per ungrounded conductor.
5. Single-hole-mounting toggle type, single-pole, single-throw switches rated at 12-A, 120 V(ac). Switches must be furnished with an indicating nameplate reading *Auto - Test*. A 15-A circuit breaker may be used in place of the toggle switch.

Replace 87-8 with:

10-19-18

87-8 PEDESTRIAN HYBRID BEACON SYSTEMS

87-8.01 GENERAL

87-8.01A Summary

Section 87-8 includes specifications for constructing pedestrian hybrid beacon system.

A pedestrian hybrid beacon system includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors and cables
5. Standards
6. Pedestrian hybrid beacon face
7. Pedestrian signal heads
8. Service equipment enclosure
9. Department-furnished controller assembly
10. Accessible pedestrian signals
11. Push button assemblies
12. Luminaires
13. Fuse splice connectors
14. Battery backup system

The components of a pedestrian hybrid beacon system are shown on the project plans.

87-8.01B Definitions

Reserved

87-8.01C Submittals

Reserved

87-8.01D Quality Assurance

87-8.01D(1) General

Reserved

87-8.01D(2) Quality Control

Verify the sequence for the pedestrian hybrid beacon system per California Chapter 4F, Figure 3F-3 "Sequence for a Pedestrian Hybrid Beacon" during the operational test.

Test the battery backup system under section 87-1.01D(2)(c).

87-8.02 MATERIALS

87-8.02A General

The system must comply with California *MUTCD*, Chapter 4F.

The battery backup system must comply with section 87-4.02B.

87-8.02B Pedestrian Hybrid Beacon Face

A pedestrian hybrid beacon face consists of three 12-inch signal heads.

87-8.03 CONSTRUCTION

Install pedestrian hybrid beacon system under sections 87-4.03A and 87-4.03B.

87-8.04 PAYMENT

Not Used

Replace the 1st paragraph of section 87-12.03 with:

Install changeable message sign on sign structure under section 56-2.

10-19-18

Replace section 87-14.02 with:

87-14.02 MATERIALS

10-19-18

87-14.02A General

Vehicle speed feedback sign consists of a housing, display window, and radar unit.

Sign must:

1. Comply with the California MUTCD, Chapter 2B
2. Have an operating voltage of 120 V(ac) for permanent installations
3. Have a maximum weight of 45 lb
4. Have a wind load rating of 90 mph
5. Have an operating temperature range from -34 to 165 degrees F
6. Have a retroreflective white sheeting background

87-14.02B Housings

Housing must:

1. Be weatherproof (NEMA 3R or better) and vandal resistant
2. Be made of 0.09-inch-gauge welded aluminum with the outer surfaces being UV resistant
3. Have the manufacturer's name, model number, serial number, date of manufacture, rated voltage and rated current marked inside
4. Have the internal components easily accessible for field repair without removal of the sign

87-14.02C Display Windows

Display window consists of a cover, LED character display, and dimming control. Character display and cover must deflect together without damage to the internal electronics and speed detection components.

Cover must be:

1. Vandal resistant and shock absorbent
2. Field replaceable with the removal of external stainless-steel, tamper proof fasteners

Cover must be made of a minimum 0.25-inch-thick, shatter-resistant polycarbonate.

LED character display must:

1. Consist of two 7-segment, solid-state, numeric characters, which must:
 - 1.1. Be a minimum 15 inches in height
 - 1.2. Be visible and legible from a minimum distance of 1500 feet and legible from a minimum distance of 750 feet
 - 1.3. Consist of a minimum 16 LEDs, which must:
 - 1.3.1. Be amber and have a wavelength from 590 to 600 nm and rated for minimum 100,000 hours
 - 1.3.2. Must maintain a minimum 85 percent of the initial light output after 48 months of continuous use over the temperature range

2. Be capable of displaying the detected vehicle speed within 1 second
3. Remain blank when no vehicles are detected within the radar detection zone
4. Have the option to flash the pre-set speed limit when the detected vehicle speed is 5 miles higher than the pre-set speed
5. Be viewable only by the approaching traffic

Dimming control must:

1. Automatically adjust the character light intensity to provide optimum character visibility and legibility under all ambient lighting conditions
2. Have minimum 3 manual dimming modes of different intensities

87-14.02D Radar Units

Radar unit must:

1. Be able to detect up to 3 lanes of approaching traffic
2. Operate with an internal, low power, 24.159 GHz (K-band)
3. Be FCC approved Part 15 certified
4. Have a speed accuracy of ± 1 mph
5. Have a maximum 15 W power consumption

Replace 87-19 with:

87-19 FIBER OPTIC CABLE SYSTEMS

10-19-18

87-19.01 GENERAL

87-19.01A Summary

Section 87-19 includes specifications for constructing fiber optic cable systems.

A fiber optic cable system includes:

1. Conduit and accessories
2. Vaults
3. Warning tape
4. Fiber optic cables
5. Fiber optic splice enclosures
6. Fiber distribution units
7. Fiber optic markers
8. Fiber optic connectors and couplers

The components of a fiber optic system are shown on the project plans.

87-19.01B Definitions

Reserved

87-19.01C Submittals

At least 15 days before cable installation, submit:

1. Manufacturer's procedures for pulling fiber optic cable
2. Test reports from a laboratory accredited to International Standards Organization/International Electrotechnical Commission 17025 by the American Association for Laboratory Accreditation (A2LA) or the ANSI-ASQ National Accreditation Board (ANAB) for:
 - 2.1. Water penetration
 - 2.2. Cable temperature cycling
 - 2.3. Cable impact
 - 2.4. Cable tensile loading and fiber strain
 - 2.5. Cable compressive loading

- 2.6. Compound flow
- 2.7. Cyclic flexing
3. Proof of calibration for the test equipment including:
 - 3.1. Name of calibration facility
 - 3.2. Date of calibration
 - 3.3. Type of equipment, model number and serial number
 - 3.4. Calibration result

Submit optical time-domain reflectometer data files for each test in a Microsoft Excel format.

After performing the optical time-domain reflectometer test and the power meter and light source test, submit within 4 business days a hard copy and electronic format:

1. Cable Verification Worksheet
2. Segment Verification Worksheet
3. Link Loss Budget Worksheet

The worksheets are available at the Division of Construction website.

87-19.01D Quality Assurance

87-19.01D(1) General

Reserved

87-19.01D(2) Quality Control

Notify the Engineer 4 business days before performing field tests. Include exact location of the system or components to be tested. Do not proceed with the testing until authorized. Perform each test in the presence of the Engineer.

The optical time-domain reflectometer test consists of:

1. Inspecting the cable segment for physical damage.
2. Measuring the attenuation levels for wavelengths of 1310 and 1550 nm in both directions for each fiber using the optical time-domain reflectometer.
3. Comparing the test results with the data sheet provided with the shipment. If there are attenuation deviations greater than 5 percent, the test will be considered unsatisfactory and the cable segment will be rejected. The failure of any single fiber is a cause for rejection of the entire segment. Replace any rejected cable segments and repeat the test.

The power meter and light source test consists of:

1. Testing each fiber in a link using a light source at one end of the link and a power meter at the other end
2. Measuring and recording the power loss for wavelengths of 1310 and 1550 nm in both directions

Index matching gel is not allowed.

Installation and splicing of the fiber optic cable system must be performed by a certified fiber optic installer.

The optical time-domain reflectometer test and the power meter and light source test must be performed by a certified fiber optic technician.

The certification for the fiber optic installer and fiber optic technician must be from an organization recognized by the International Certification Accreditations Council and must be current throughout the duration of the project.

87-19.02 MATERIALS

87-19.02A General

All metal components of the fiber optic cable system must be corrosion resistant.

All connectors must be factory-installed and tested.

Patch cords, pigtails, and connectors must comply with ANSI/TIA-568.

Pigtails must have a minimum 80 N pull out strength.

A splice cassette may be used in place of a pigtail and a splice tray.

Each cable reel must have a weatherproof label or tag with information specified in ANSI/ICEA S-87-640 including:

1. Contractor's name
2. Contract number
3. Number of fibers
4. Cable attenuation loss per fiber at 1310 and 1550 nm

The labeled or tagged information must also be in a shipping record in a weatherproof envelope. The envelope must be removed only by the Engineer.

87-19.02B Vaults

A vault must:

1. Comply with section 86-1.02C and AASHTO HS 20-44, and load tested under AASHTO M 306.
2. Be a minimum:
 - 2.1. 4 feet wide by 4 feet high by 4 feet long nominal inside dimensions for box type.
 - 2.2. 4 feet high by 4 feet outside diameter for round type.
3. Have a minimum access of:
 - 3.1. 30 inches diameter for round type.
 - 3.2. 3 feet wide by 3 feet long for box type.
4. Be precast either modular or monolithic.
5. Have cable racks installed on the interior sides. A rack must:
 - 5.1. Be fabricated from ASTM A36 steel plate.
 - 5.2. Support a minimum of 100 pounds per rack arm.
 - 5.3. Support a minimum of 4 splice enclosures and a minimum of 4 cables with a minimum slack of 50 feet each.
 - 5.4. Be hot-dip galvanized after manufacturing.
 - 5.5. Be bonded and grounded.
6. Have a minimum:
 - 6.1. Two 4-inch diameter knockouts on each side for box type.
 - 6.2. Two 4-inch diameter knockouts placed every 90 degrees for round type.
7. Have a minimum 2-inch-diameter drain hole at the center of base.

Entry points for knockouts must not cause the cable to exceed its maximum bend radius.

The access cover must:

1. Be a two-piece torsion-assisted sections or a minimum 30-inch-diameter cast iron.
2. Have inset lifting pull slots.
3. Have markings *CALTRANS* and *FIBER OPTIC*.

87-19.02C Fiber Optic Cable

The fiber optic cable must:

1. Comply with 7 CFR parts 1755.900, 1755.901, and 1755.902, and ANSI/ICEA S-87-640
2. Be a singlemode, zero-dispersion, and have non-gel loose type buffer tubes
3. Have no splices
4. Have a Type H or Type M outer jacket
5. Be shipped on a reel
6. Have 10 feet of length on each end of the cable accessible for testing

87-19.02D Fiber Optic Splice Enclosures

A fiber optic splice enclosure must:

1. Not exceed 36 inches in length, 8 inches in width, and 8 inches in height
2. Be made of thermoplastic material, weather proof, chemical and UV resistant, and re-sealable
3. Accommodate a minimum of 8 internal splice trays
4. Have from 1/4 to 1 inch in diameter cable entry ports
5. Have brackets, clips and cable ties
6. Have means to anchor the dielectric member of the fiber optic cable
7. Include grounding hardware

87-19.02E Fiber Distribution Units

The fiber distribution unit consists of a housing, a patch panel, a 12-multicolor pigtail, and a splice tray.

The fiber distribution unit must be self-contained and pre-assembled.

The housing must:

1. Be a 19-inch rack-mountable modular-metal enclosure
2. Be a one rack unit
3. Have cable clamps to secure buffer tube to the chassis
4. Have cable accesses with rubber grommets or similar material to prevent the cable from coming in contact with the bare metal
5. Be weatherproof
6. Have a hinged top door with a latch or thumbscrew to hold it in the closed position

A patch panel must have a minimum of 12-singlefiber type connector sleeves.

A pigtail must:

1. Be a simplex single mode fiber in a 900 μm tight buffer with a 12-inch-outer-diameter PVC jacket
2. Have a fiber optic connector attached on one end and bare fiber on the other end
3. Be at least 3 feet in length
4. Have the manufacturer's part number on the jacket

Pigtails must be single-fiber or ribbon type.

87-19.02F Patch Cords

Patch cords must:

1. Be a singlemode fiber in a 900 μm tight buffer with a 0.12-inch-outer-diameter PVC jacket
2. Have fiber optic connectors attached on both ends
3. Be at least 6 feet in length
4. Have manufacturer's part number on the jacket

Duplex patch cords must be of round cable structure, and not have zip-cord structure.

87-19.02G Splice Trays

Splice trays must:

1. Have brackets to spool incoming fibers a minimum of 2 turns.
2. Have means to secure and protect incoming buffer tubes, pigtails, and a minimum of 12 heat shrink fusion splices.
3. Be stackable.
4. Have a snap-on or hinged cover. The cover may be transparent.

87-19.02H Fiber Optic Markers

Fiber optic markers must be:

1. Type K-2 (CA) object markers for vaults or pull boxes.

2. Disk markers for paved areas and transition points from unpaved to paved areas. The disk marker must be metallic, lead free and 4 inches in diameter, and must have a mounting stem at the center of the disk. The mounting stem must be a minimum 3 inches long and a minimum 0.70 inch in diameter.
3. Non-reflective Class 1, Type F, flexible post delineators for unpaved areas.

87-19.02I Fiber Optic Connectors and Couplers

Connectors must be:

1. 0.1-inch ceramic ferrule pre-radiused type
2. Capped when not used

Couplers must be made of the same material as the connector's housing and have ceramic sleeves.

Singlemode fiber optic connectors must have a yellow strain relief boot or a yellow base.

87-19.03 CONSTRUCTION

87-19.03A General

Perform the optical time-domain reflectometer test:

1. On the fiber optic cable upon its arrival to the job site and before its installation. Complete the Cable Verification Worksheet. Do not install the fiber optic cable until the Engineer's written approval is received.
2. After the fiber optic cable segments have been pulled, but before breakout and termination. Complete the Segment Verification Worksheet.
3. Once the passive cabling system has been installed and is ready for activation. If the measured individual fusion splice losses exceed -0.30 dB, re-splice and retest. At the conclusion of the optical time-domain reflectometer test, perform the power meter and light source test. If the measured link loss exceeds the calculated link loss, replace the unsatisfactory cable segments or splices and retest. Complete the Link Loss Budget Worksheet.

87-19.03B Vaults Installation

Install a vault as shown and with the side facing the roadway a minimum of 2 feet from the edge of pavement or back of dike, away from traffic.

Install the top of the vault flush with surrounding grade in paved areas and 2 inches above the surrounding grade in unpaved areas.

Place 6 inches of minor concrete around vaults. In unpaved areas, finish top of concrete at a 2 percent slope away from cover. In paved areas, finish top of concrete to match existing slope.

Bolt the steel cover to the vault when not working in it.

87-19.03C Fiber Optic Cable Installation

Install fiber optic cable by a certified installer or a representative from the fiber optic cable manufacturer during installation.

When using mechanical aids to install fiber optic cable:

1. Maintain a cable bend radius at least twenty times the outside diameter of the cable
2. Use cable grips having a ball bearing swivel
3. Use a pulling force on a cable not to exceed 500 pound-foot or manufacturer's recommended pulling tension, whichever is less

When installing the cable using the air blown method, the cable must withstand a static air pressure of 110 psi.

Lubricate the cable using a lubricant recommended by the cable manufacturer.

Install fiber optic cable without splices except where shown.

Provide a minimum of 65 feet of slack for each fiber optic cable at each vault. Divide the slack equally on each side of the splice enclosure.

Install tracer wires in the fiber optic conduits and innerducts as shown. Provide a minimum 5 feet of slack tracer wire in each pull box and vault from each direction. You may splice tracer wire at intervals of not less than 500 feet and only inside vaults or pull boxes.

If a fiber optic cable and tracer wire is installed in an innerduct, pulling a separate fiber optic cable into a spare duct to replace damaged fiber will not be allowed.

Apply a non-hygroscopic filling compound to fiber optic cable openings.

Seal the ends of conduit and innerducts after cables are installed.

Install strain relief for fiber optic cable entering a fiber optic enclosure.

Identify fibers and cables by direct labeling, metal tags, or bands fastened in such a way that they will not move. Use mechanical methods for labeling.

Provide identification on each fiber optic cable or each group of fiber optic cables in each vault and at the end of terminated fibers. Fiber optic cable must be identified as shown in the following table:

DRAFT

Cable Identification^a

Sequence order	Description	Code	Numbers of characters
1	Fiber type	S: Singlemode	1
2	Fiber count	###: Example 048	3
3	Begin point	T: TMC H: Hub V: Video Node D: Data Node C: Cable Node TV: Camera CM: CMS E: Traffic Signal RM: Ramp Meter TM: Traffic Monitoring/ Count Station/Vehicle Count Station (VDS, TMS) HA: Highway Advisory Radio EM: Extinguishable Message Sign RW: Roadway Weather Information System WM: Weigh In Motion WS: Weigh-Station Bypass System SV: Vault SC: Splice Cabinet	1 or 2
4	Begin point county abbreviation	AA or AAA: Examples: Orange (ORA), San Mateo (SM)	2 or 3
5	Begin point route number	###: Examples: 005, 082, 114	3
6	Begin point post mile	#####: 02470 (example 024.70): Actual PM value to the 1/100 value	5
7	End Point	In the same way as for Begin Point	1 or 2
8	End point county abbreviation	In the same way as for Begin Point County Abbreviation	2 or 3
9	End point route number	In the same way as Begin Point Route Number	3
10	End point post mile	In the same way as Begin Point Post Mile	5

^aCable identification example: The cable code S 048 SV SM 084 02470 SV SC 082 02510 describes a singlemode, 48 strand, cable starting at a fiber optic vault in San Mateo County on Route 84 at post mile 24.70, and ending at another fiber optic vault in Santa Clara County on Route 82 at post mile 25.10.

Place labels on the cables at the following points:

1. Fiber optic vault and pull box entrances and exits
2. Splice enclosures entrance and exit
3. Fiber distribution unit entrance

Lace fiber optic cable inside controller cabinets and secure to the cage.

Support the fiber optic cable within 6 inches from a termination and every 2 feet.

Secure fiber optic cables to the cable racks. Store excess cable in a figure 8 fashion.

87-19.03D Fiber Optic Cable Splices

Use fusion splicing for fiber optic cables.

Splice single-buffer tube cable to multi-buffer tube cable using the mid-span access method under manufacturer's instructions. Any mid-span access splice or fiber distribution unit termination must involve only those fibers being spliced as shown.

Place fiber splices in the splice enclosures installed in the vaults.

87-19.03E Splice Enclosures Installation

Maintain an equal amount of slack on each side of the splice enclosure.

Secure the fiber optic splices in splice tray.

Secure the splice trays to the inner enclosure.

Label cables and buffer tubes.

Do not seal fiber splice enclosure until authorized and the power meter and light source test is performed. Seal the enclosure under manufacturer's instructions.

Flash test the outer enclosure under manufacturer's instructions in the presence of the Engineer. Visually inspect the enclosure. If bubbles are present, identify the locations where the bubbles are present, take corrective actions and repeat the flash test until no bubbles are present.

Attach the splice enclosure to the side wall of a vault or hub with a minimum 2 feet distance between the ground and the bottom of the enclosure.

Secure fiber optic cables to the chassis using cable clamps for fiber optic units.

Connect a minimum of one bonding conductor to a grounding electrode after mounting the fiber optic enclosure to the wall. If there are multiple bonding conductors, organize the conductors in a neat way.

87-19.03F Fiber Optic Distribution Unit Installation

Spool incoming buffer tubes 2 feet in the splice tray and expose 1 foot of individual fibers.

Maintain a minimum 2-inch-bend radius during and after installation in the splice tray.

Splice incoming fibers in the splice tray.

Restrain each fiber in the splice tray. Do not apply stress on the fiber when located in its final position.

Secure buffer tubes near the entrance of the splice tray.

Secure splice trays under manufacturer's instructions.

Label splice tray after splicing is completed.

Install patch cords in fiber distribution units and patch panels. Permanently label each cord and each connector in the panel with the system as shown.

87-19.03G Fiber Optic Markers Installation

Install fiber optic markers at 12-inch offset on the side furthest away from the edge of travel way:

1. For fiber optic cable at 500 feet apart in areas where the distance between vaults or pull boxes is greater than 500 feet
2. Adjacent to vaults and pull boxes
3. For fiber optic cable turns at:
 - 3.1. Beginning of the turn
 - 3.2. Middle of the arc
 - 3.3. End of the turn

When a fiber optic cable crosses a roadway or ramp, install a disk marker over the conduit trench on:

1. Every shoulder within 6 inches from the edge of pavement

2. Delineated median
3. Each side of a barrier

Install markers under section 81 except each retroreflective face must be parallel to the road centerline and facing away from traffic.

87-19.04 PAYMENT

Not Used

Replace section 87-20 with:

04-19-19

87-20.01 GENERAL

Section 87-20 includes specifications for providing, maintaining, and removing temporary electrical systems.

Obtain the Department's authorization for the type of temporary electrical system and its installation method.

A temporary system must operate on a continuous, 24-hour basis.

A temporary electrical system must have a primary power source and a back-up power source from:

1. Commercial power from a utility company
2. Generator system
3. Photovoltaic system

87-20.02 MATERIALS

87-20.02A General

Material and equipment may be new or used.

Temporary wood poles must comply with section 48-6.

The components of a temporary system are shown on the project plans.

If you use Type UF-B cable, the minimum conductor size must be no. 12.

A back-up power source must:

1. Have an automatic transfer switch
2. Start automatically and transfer the system load upon reaching the operating voltage in the event of a power source failure

87-20.02B Temporary Flashing Beacon Systems

A temporary flashing beacon system consists of a flashing beacon system, wood post, and a power source.

The system must comply with the specifications for a flashing beacon system in section 87-7, except it may be mounted on a wood post or a trailer.

87-20.02C Temporary Lighting Systems

A temporary lighting system consists of a lighting system, a power source, and wood poles.

The system must comply with the specifications for a lighting system in section 87-2, except it may be mounted on a wood pole or a trailer.

87-20.02D Temporary Signal Systems

A temporary signal system consists of a signal and lighting system, wood poles and posts, and a power source.

The system must comply with the specifications for a signal and lighting system in section 87-4, except:

1. Signal heads may be mounted on a wood pole, mast arm, tether wire, or a trailer
2. Flashing beacons may be mounted on a wood post, or a trailer

87-20.02E Generators

A generator must:

1. Be 120 V(ac) or 120/240 V(ac), 60 Hz, 2.5 kW minimum, continuous-duty type
2. Be powered by a gasoline, LPG, or diesel engine operating at approximately 1,800 rpm with an automatic oil feed
3. Be equipped to provide automatic start-stop operation with a 12 V starting system
4. Have generator output circuits that have overcurrent protection with a maximum setting of 15 A
5. Have enough fuel storage to operate when it is unattended
6. Have a spark arrester complying with Pub Cont Code § 4442

87-20.02F Automatic Transfer Switches

An automatic transfer switch must provide:

1. Line voltage monitoring in the event of a power outage that signals the back-up power source to start
2. Start delay, adjustable from 0 to 6 seconds, to prevent starting if the power outage is only momentary and a stop delay, adjustable from 0 to 8 minutes, to allow the back-up power source to unload
3. Transfer delay from 0 to 120 seconds to allow the back-up power source to stabilize before connecting to the load and retransfer delay from 0 to 32 minutes to allow the line voltage to stabilize
4. Mechanical interlock to prevent an application of power to the load from both sources and to prevent backfeeding from the back-up power source to the primary power source

87-20.03 CONSTRUCTION

87-20.03A General

Provide electrical and telecommunication services for temporary systems. Do not use existing services unless authorized.

Provide power for the temporary electrical systems.

Commercial power must be 120 V(ac) or 120/240 V(ac) single phase. Make arrangements with the utility company for providing service. Protect the power source in a locked enclosure. Provide keys to all locks to the Engineer.

Install conductors and cables in a conduit, suspended from wood poles at least 25 feet above the roadway, or use direct burial conductors and cables.

You may saw slots across paved areas for burial conductors and cables.

Install conduit outside the paved area at a minimum of 12 inches below grade for Type 1 and 2 conduit and at a minimum of 18 inches below grade for Type 3 conduit.

Install direct burial conductors and cables outside the paved area at a minimum depth of 24 inches below grade.

Place the portions of the conductors installed on the face of wood poles in either Type 1, 2, or 3 conduit between the point 10 feet above grade at the pole and the pull box. The conduit between the pole and the pull box must be buried at a depth of at least 18 inches below grade.

Place conductors across structures in a Type 1, 2, or 3 conduit. Attach the conduit to the outside face of the railing.

Mount the photoelectric unit at the top of the standard or wood post.

Quality characteristic	Test method
Specific gravity and absorption of coarse aggregate	ASTM C127
Specific gravity and absorption of fine aggregate	ASTM C128
Durability index for fine aggregate	California Test 229
Soundness	California Test 214
Resistance to degradation	ASTM C131
Organic impurities	California Test 213
Chloride concentration of water for washing aggregates and mixing concrete	California Test 422
Sulfate concentration of water for washing aggregates and mixing concrete	California Test 417
Impurities in water for washing aggregates and mixing concrete	ASTM C191 or ASTM C266 and ASTM C109

Add to the end of section 90-1.01C(8):

04-19-19

For CIP structural concrete members, submit test results within 3 business days after completing each QC test. For submittal, go to:

<http://dime.dot.ca.gov/>

For CIP structural concrete members, include the following with the test results:

1. Contract number
2. Mix design number
3. Test sample identification number
4. Date and time of test
5. Batch plant
6. Batch number
7. Bridge number and description of element
8. Supporting data and calculations
9. Name, certification number, and signature of the QC tester

If additional compressive strength test results are needed for CIP structural concrete members to facilitate your schedule, submit a plot of the strength projection curve.

Add to section 90-1.01C:

04-19-19

90-1.01C(11) Quality Control Plan

Section 90-1.01C(11) applies to CIP structural concrete members.

Submit 3 copies of the QC plan for review.

Submit an amended QC plan or an addendum to the QC plan when there are any changes to:

1. Concrete plants
2. Testing laboratories
3. Plant certification or laboratory accreditation status
4. Tester or inspector qualification status
5. QC personnel
6. Procedures and equipment
7. Material sources
8. Material testing

Allow the Department 5 business days to review an amended QC plan or an addendum to the QC plan.

90-1.01C(12) Concrete Materials Quality Control Summary Report

Section 90-1.01C(12) applies to CIP structural concrete members.

During concrete production for CIP structural concrete members, submit a concrete materials QC summary report at least once a month. The report must include:

1. Inspection reports.
2. Test results.
3. Documentation of:
 - 3.1. Test result evaluation by the QC manager.
 - 3.2. Any discovered problems or deficiencies and the corrective actions taken.
 - 3.3. Any testing of repair work performed.
 - 3.4. Any deviations from the specifications or regular practices with explanation.
4. Certificate of compliance for the structural concrete material signed by the QC manager. The certificate must state that the information contained in the report is accurate, the minimum testing frequencies specified in section 90-1.01D(10)(d) are met, and the materials comply with the Contract.

Add to section 90-1.01D:

04-19-19

90-1.01D(7) Qualifications

Section 90-1.01D(7) applies to CIP structural concrete members.

QC laboratory testing personnel must have an ACI Concrete Laboratory Testing Technician, Level 1 certification or an ACI Aggregate Testing Technician, Level 2 certification, whichever certification includes the test being performed.

QC field testing personnel and field and plant inspection personnel must have an ACI Concrete Field Testing Technician, Grade I certification.

90-1.01D(8) Certifications

Section 90-1.01D(8) applies to CIP structural concrete members.

Each concrete plant used for CIP structural concrete members must:

1. Have a current certification for ready mixed concrete production facilities from the National Ready Mixed Concrete Association. Plant Certification Checklist and supporting documentation must be available upon request.
2. Be tested and authorized under the Department's *MPQP*.

Each QC testing laboratory must be an authorized laboratory with current accreditation from the AASHTO Accreditation Program for the tests performed.

90-1.01D(9) Preconstruction Meeting for CIP Structural Concrete

Section 90-1.01D(9) applies to CIP structural concrete members.

Before concrete placement, hold a meeting to discuss the requirements for structural concrete QC. The meeting attendees must include the Engineer, the QC manager, and at least 1 representative from each concrete plant performing CIP structural concrete activities for the Contract.

90-1.01D(10) Quality Control

90-1.01D(10)(a) General

Section 90-1.01D(10) applies to CIP structural concrete members.

Develop, implement, and maintain a QC program that includes inspection, sampling, and testing of structural concrete materials for CIP structural concrete members.

Perform all sampling, testing, and inspecting required to control the process and to demonstrate compliance with the Contract and the authorized QC plan.

Provide a QC field inspector at the concrete delivery point while placement activities are in progress.

Provide a testing laboratory and the testing personnel for QC testing.

The QC inspector and the QC manager must be fully authorized by the Contractor to reject material.

QC testers and inspectors must be your employees or must be hired by a subcontractor providing only QC services. QC testers and inspectors must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

If lightweight concrete, RSC or SCC is used as structural concrete, you must also comply with the sampling and testing specifications of that section.

90-1.01D(10)(b) Quality Control Plan

The QC plan must detail the methods used to ensure the quality of the work and provide the controls to produce concrete. The QC plan must include:

1. Names and documentation of certification or accreditation of the concrete plants and testing laboratories to be used
2. Names, qualifications, and copies of certifications for the QC manager and all QC testing and inspection personnel to be used
3. Organization chart showing QC personnel and their assigned QC responsibilities
4. Example forms, including forms for certificates of compliance, hard copy test result submittals, and inspection reports
5. Methods and frequencies for performing QC procedures, including inspections and material testing
6. Procedures to control quality characteristics, including standard procedures to address properties outside of the specified operating range or limits, and example reports to document nonconformances and corrective actions taken
7. Procedures for verifying:
 - 7.1. Materials are properly stored during concrete batching operations
 - 7.2. Batch plants have the ability to maintain the concrete consistency during periods of extreme heat and cold
 - 7.3. Admixture dispensers deliver the correct dosage within the accuracy requirements specified
 - 7.4. Delivery trucks have a valid National Ready Mixed Concrete Association certification card
8. Procedures for verifying that the weighmaster certificate for each load of concrete shows:
 - 8.1. Concrete as batched complies with the authorized concrete mix design weights
 - 8.2. Moisture corrections are being accurately applied to the aggregates
 - 8.3. Cementitious materials are from authorized sources
 - 8.4. Any water that is added after batching at the plant
9. Procedures for visually inspecting the concrete during discharge operations

Allow the Department 5 business days to review an amended QC plan or an addendum to the QC plan.

90-1.01D(10)(c) Quality Control Manager

Assign a QC manager. The QC manager must have one of the following qualifications:

1. Civil engineering license in the State
2. ACI Concrete Laboratory Testing Technician, Level 1 certification
3. NICET Level II concrete certification
4. ICC Reinforced Concrete Special Inspector certification
5. ASQ Certified Manager of Quality/Organizational Excellence with the qualifying 10 years of experience and body of knowledge in the field of concrete

During concrete placement, the QC manager must be at the plant or job site within 3 hours of receiving notification from the Engineer.

90-1.01D(10)(d) Quality Control Testing Frequencies

For each mix design used to produce CIP structural concrete, perform sampling and testing in compliance with the following tables:

Aggregate QC Tests

Quality characteristic	Test method	Minimum testing frequency
Aggregate gradation	California Test 202	Once per each day of pour
Sand equivalent	California Test 217	
Cleanness value	California Test 227	
Moisture content of fine aggregate	California Test 226	1–2 times per each day of pour, depending on conditions

Concrete QC Tests

Quality characteristic	Test method	Minimum testing frequency
Slump	ASTM C143/C143M	Once per 100 CY or each day of pour, whichever is more frequent, and when requested by the Engineer
Uniformity ^a	ASTM C143/C143M, California Test 533, and California Test 529	When ordered by the Engineer
Air content, (freeze-thaw area)	California Test 504 ^b	If concrete is air entrained, once per 30 CY or each day of pour, whichever is more frequent
Air content, (non-freeze-thaw area)	California Test 504 ^b	If concrete is air entrained, once per 100 CY or each day of pour, whichever is more frequent
Temperature	California Test 557	Once per 100 CY or each day of pour, whichever is more frequent
Density	California Test 518	
Compressive strength ^{c,d}	California Test 521	

^aAs specified in section 90-1.01D(4)

^bUse ASTM C173/C173M for lightweight concrete.

^cMark each cylinder with the Contract number, the date and time of sampling, and the weighmaster certificate number.

^dYou may need additional test samples to facilitate your schedule.

90-1.01D(10)(e) Inspection Reports

Document each inspection performed by a QC inspector in an inspection report that includes:

1. Contract number
2. Mix design number
3. Date and time of inspection
4. Plant location
5. Concrete placement location
6. Batch number
7. Reviewed copies of weighmaster certificates
8. Description of the inspection performed
9. Name, certification number, and signature of the QC inspector

90-1.01D(10)(f) Rejection of Material

If any of the QC concrete test results fail to comply with the specified requirements, the batch of concrete must not be incorporated in the work. Notify the Engineer. Repeat the QC concrete tests on each subsequent batch until the test results comply with the specified requirements.

If 3 consecutive batches fail to comply with the specified requirements, (1) revise concrete operations as necessary to bring the concrete into compliance and (2) increase the frequency of QC testing. The

revisions must be authorized before resuming production. After production resumes, you must receive authorization before returning to the QC testing frequency authorized in the QC plan.

90-1.01D(11) Department Acceptance

The Department accepts concrete incorporated into CIP structural concrete members based on only the Department's test results. QC test results will not be used for Department acceptance.

Replace the table in section 90-1.02G(6) with:

04-19-19

Type of work	Nominal		Maximum	
	Penetration	Slump	Penetration	Slump
	(in)	(in)	(in)	(in)
Concrete pavement	0–1	--	1.5	--
Nonreinforced concrete members	0–1.5	--	2	--
Reinforced concrete structures with:				
Sections over 12 inches thick	0–1.5	1–3	2.5	5
Sections 12 inches thick or less	0–2	1–4	3	6
Concrete placed under water	--	6–8	--	9
CIP concrete piles	2.5–3.5	5–7	4	8

Replace the introductory clause of the 6th paragraph of section 90-1.02H with:

04-19-19

For pavement, the total cementitious material must be composed of one of the following options, by weight:

Add after the 6th paragraph of section 90-1.02H:

04-19-19

For structures, the total cementitious material must be composed of one of the following options, by weight:

1. 25 percent natural pozzolan or fly ash with a CaO content of up to 10 percent and 75 percent portland cement.
2. 20 percent natural pozzolan or fly ash with a CaO content of up to 10 percent, 5 percent silica fume, and 75 percent portland cement.
3. 12 percent silica fume, metakaolin, or UFFA, and 88 percent portland cement.
4. 50 percent GGBFS and 50 percent portland cement.
5. 25 to 50 percent fly ash with a CaO content of up to 10 percent, and no natural pozzolan. The remaining portion of the cementitious material must be portland cement or a combination of portland cement and UFFA, metakaolin, GGBFS, or silica fume.

Replace section 90-1.03B(2) with:

04-19-19

90-1.03B(2) Water Method

The water method must consist of keeping the concrete continuously wet by applying water for a curing period of at least 7 days after the concrete is placed.

Keep the concrete surface wet by applying water with an atomizing nozzle that forms a mist until the surface is covered with curing media. Do not allow the water to flow over or wash the concrete surface. At the end of the curing period, remove curing media.

Use any of the following curing media to retain moisture:

1. Mats, rugs, or carpets
2. Earth or sand blankets

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CALTRANS STANDARD PLANS

2018 EDITION

STANDARD PLANS LIST

Project Plans shall be supplemented with applicable 2018 Caltrans Standard Plans including updates made by the following Revised Standard Plans (RSPs):

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Lines and Symbols (Sheet 1 of 5)
A10B	Lines and Symbols (Sheet 2 of 5)
A10C	Lines and Symbols (Sheet 3 of 5)
A10D	Lines and Symbols (Sheet 4 of 5)
A10E	Lines and Symbols (Sheet 5 of 5)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines – Typical Details
A24D	Pavement Markings – Words
A24F	Pavement Markings – Crosswalks

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MASTER AGREEMENT

The County is required by its funding source to include the following Articles from the Master Agreement 06-5946F15 dated July 6, 2016 for Federal-aid Projects in all subcontracts to which that Master agreement would apply. Under the Master Agreement, the term "ADMINISTERING AGENCY" shall be taken to mean the County of Tulare and the Term "STATE" shall be taken to mean the California Department of Transportation (Caltrans). The Contractor is subject to the terms of the Master Agreement.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1,

Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V - AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit

and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS,

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES

APPENDIX A

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

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COUNTY OF TULARE
STATE OF CALIFORNIA

BID PROPOSAL (BID) TO THE BOARD OF SUPERVISORS

**FOR CONSTRUCTING: EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**

Name of Bidder _____

Telephone Number _____

Business Mailing Address _____

Place of Business _____

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE:

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 the bidder has carefully examined the location of the proposed work and the annexed proposed form of contract; and the bidder proposes and agrees if this Bid is accepted, that the bidder will contract with the County of Tulare, 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 material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and the bidder will take in full payment therefore the following unit prices, to wit:

TULARE COUNTY RESOURCE MANAGEMENT AGENCY

**EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS
HSIPL-5946(187)**

No.	Items with Unit Price Written in Words	Unit	Quantity	Unit Price	Amount
1	Mobilization _____per lump sum	LS	1		
2	Construction Staking _____per lump sum	LS	1		
3	Lead Compliance Plan _____per lump sum	LS	1		
4	Construction Area Signs _____per lump sum	LS	1		
5	Traffic Control System _____per lump sum	LS	1		
6	Prepare Water Pollution Control Program _____per lump sum	LS	1		
7	Clearing and Grubbing _____per lump sum	LS	1		
8	Finishing Roadway _____per lump sum	LS	1		
9(F)	Roadway Excavation _____per cubic yard	CY	39		
10(F)	Class 2 Aggregate Base _____per cubic yard	CY	5		
11	Hot Mix Asphalt (Type A) _____per ton	TON	10		
12	Minor Hot Mix Asphalt _____per ton	TON	1		
13	Minor Concrete (Curb) _____per linear feet	LF	19		

No.	Items with Unit Price Written in Words	Unit	Quantity	Unit Price	Amount
14	Minor Concrete (Vee Gutter) _____ per square feet	SQFT	48		
15	Minor Concrete (Curb & Gutter) _____ per linear feet	LF	43		
16	Minor Concrete (Modified Curb & Gutter) _____ per linear feet	LF	62		
17	Minor Concrete (Driveway Paveback) _____ per square feet	SQFT	26		
18	Minor Concrete (Stamped Colored Concrete) _____ per square feet	SQFT	22		
19	Minor Concrete (Sidewalk) _____ per square feet	SQFT	1,272		
20	Minor Concrete (Ramp) _____ per each	EA	3		
21	Parking Bumper (Precast Concrete) _____ per each	EA	1		
22	Roadside Sign One Post _____ per each	EA	1		
23	Remove Roadside Sign _____ per each	EA	5		
24	Paint Traffic Stripe (2-Coat) _____ per linear feet	LF	2,255		
25	Thermoplastic Crosswalk and Pavement Marking _____ per square feet	SQFT	373		
26	Remove Thermoplastic Pavement Marking _____ per square feet	SQFT	252		
27	Flashing Beacon System _____ per lump sum	LS	1		

No.	Items with Unit Price Written in Words	Unit	Quantity	Unit Price	Amount
28	Advanced Flashing Warning Sign _____ per each	EA	2		

(F)-Final Pay Item

DRAFT

TOTAL (In words and numbers) _____

In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and 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 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 percentagewise the unit price or item total in the County's 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 non-responsive. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed non-responsive 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 placements. Cents symbols also have no significance in establishing any unit price or item total since all such 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 discrepancies 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 Board of Supervisors, and such discretion will be exercised in the manner deemed by the Board of Supervisors to best carry out its duty to award only to the lowest responsive, responsible bidder. The decision of the Board of Supervisors respecting the amount of a bid, or the existence or treatment of a discrepancy in a bid shall be final.**

If this Bid is accepted and the undersigned is awarded the Contract, given notice of the award and presented with the Contract for signature as provided in the Special Provisions, and shall fail, within the time and manner required under the Special Provisions, to sign and deliver the Contract to the Clerk of the Board of Supervisors, together with all required insurance certificates, bonds, powers of attorney, certificate of authority, insurance rating, financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the signed Contract, then the Board of Supervisors may, in its sole discretion, determine that the bidder has abandoned its bid, whereupon the Board's acceptance of this Bid shall be deemed frustrated, and such bid security as may accompany this Bid shall become due and owing to the County of Tulare as liquidated damages.

Accompanying this Bid is a _____ for

\$_____. (Insert the words "Cash", "Cashier's Check", "Certified Check" or Bidders Bond", as the case may be, and an amount equal to at least ten percent (10%) of the total bid).

The undersigned understands that the Board of Supervisors retains the option to reject any or all bids.

Further, as part of the Bid, the Contractor provides the following information and representations:

ADDENDA CERTIFICATION STATEMENT

This Bid is submitted with respect to the changes in the contract documents included in Addendum Number(s) _____.

Name of Contractor _____

Warning. If an addendum or addenda have been issued by the County and not noted as being received by the bidder, then this Bid will be rejected.

The above Addenda Certification Statement is part of the Bid. Signing the Bid on the signature portion thereof shall also constitute signature of this Addenda Certification Statement.

BIDDER DISQUALIFICATION QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder hereby completes, under penalty of perjury, the following questionnaire:

Has the bidder, or any officer of the bidder, or any employee 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:

Note: The above Questionnaire and Statement are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature under penalty of perjury of this Questionnaire and Statement.

PUBLIC CONTRACT CODE SECTION 9204 STATEMENT

AB 626, approved by the Governor of the State of California on September 29, 2016, created a new Public Contract Code section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project.

The full text of the current legislation is set forth below:

§ 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

BIDDER DISQUALIFICATION ACKNOWLEDGMENT

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 Questionnaire and Statement are a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature, under penalty of perjury, of this Questionnaire and Statement.

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

BIDDER DISQUALIFICATION QUESTIONNAIRE

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the 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.

NON-COLLUSION AFFIDAVIT

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

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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 that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and

correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state]

(Signature)

(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)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed

subcontractor _____, hereby certifies that

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

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

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

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

Signing this Bid on the signature portion thereof shall also constitute signing this certificate.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 180

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S. Code section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

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DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only:</p> <p style="text-align: right;">year _____ quarter _____</p> <p style="text-align: right;">date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known</p> <p style="padding-left: 40px;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="padding-left: 40px;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="padding-left: 40px;">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be

made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C.20503.

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SUBCONTRACTOR LIST

In accordance with the provisions of Section 2-1.10 of the Standard Specifications, Public Contract Code section 4104, and Labor Code section 1771 et seq., each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total bid or ten thousand dollars (\$10,000), whichever is greater, as well as the subcontractor's Department of Industrial Relations' ("DIR") registration number, and State contractor's license number. In each instance, the nature and extent of the work to be sublet shall be described. On the Subcontractor List (next page), you must submit each subcontracted bid item number and corresponding percentage with your bid. **Failure to submit a properly completed Subcontractor List form may result in a nonresponsive bid.** Note: (1) pursuant to Public Contract Code section 4104(a)(2), an inadvertent error in listing the California contractor license number provided pursuant to this paragraph shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the corrected contractor's license number is submitted to the County by the prime contractor within twenty-four (24) hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor; (2) pursuant to Labor Code Section 1771.1(c), an inadvertent error in listing a subcontractor who is not registered with the DIR in a Bid shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive, provided that any of the following apply:

- (1) The subcontractor is registered prior to the bid opening.
- (2) Within twenty-four (24) hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Labor Code section 1725.5.

The General Contractor to whom the contract is awarded will not be permitted, without the written consent of the Tulare County Director of the Resource Management Agency or designee, to substitute any person as subcontractor in place of the subcontractor designated in the original bid, or to permit any subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original subcontractor. Consent to the substitution of another person as subcontractor shall only be permitted in accordance with Public Contract Code section 4107.

The failure of the Contractor to specify a subcontractor for any portion of the contract work in excess of one-half of one percent of the total contract price shall be deemed to indicate that the Contractor intends to perform such portion himself. The subletting or subcontracting of work for which no subcontractor was designated in the original bid and which is in excess of one-half of one percent of the total contract price, will be allowed only in accordance with Public Contract Code section 4109.

<u>Subcontractor Information</u>				<u>Work Portion</u>		
<u>Name</u>	<u>Address</u>	<u>Lic. No.</u>	<u>DIR Registration No.</u>	<u>Bid Item No.</u>	<u>Description</u>	<u>% of Bid Item</u>
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		
				a)		
				b)		
				c)		
				d)		

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Further, as part of this Bid, the contractor agrees to the terms, and supplies the information required in the attached "Bidders Bond" or other security instruments (if such bond or instrument is required). Such Bond or instrument is considered part of the bid.

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, vice-president, secretary, and treasurer 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 conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

Federal Employer Identification Number 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 2 Code of Federal Regulations part 180 Debarment and Suspension Certification, are true and correct.

Date: _____

Signature of bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the Board of Supervisors prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as non-responsive and unauthorized.

Business Address _____

Place of Business _____

Date: _____

COUNTY OF TULARE
STATE OF CALIFORNIA

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT:

That we _____

_____, AS PRINCIPAL, and

_____ as SURETY,

are held and firmly bound unto the County of Tulare, hereinafter called the Obligee, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Board of Supervisors, County of Tulare, 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, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the above-mentioned bid to the Board of Supervisors, County of Tulare, for certain construction specifically described as follows, for which bids are to be opened at Visalia, California, on _____, _____, for construction of EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS.

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract, given the required notice of award and presented with the Contract for signature and, within the time and manner required under the Special Provisions, executes and files it with the Clerk of the Board of Supervisors in the prescribed form and in accordance with the bid, together with all insurance certificates, bonds, powers of attorney, certificates of authority and financial statements, proofs of licensing, and any other documents required by the Special Provisions to be filed with the executed Contract, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, _____.

Principal

Surety

Note - Signature of those executing for the surety must be properly acknowledged or notarized.

INSTRUCTIONS – LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information must be submitted with your bid. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If one hundred percent (100%) of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Form Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		15. TOTAL CLAIMED DBE PARTICIPATION	%
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Local Agency Representative's Signature _____	27. Date _____	16. Preparer's Signature _____	17. Date _____
28. Local Agency Representative's Name _____	29. Phone _____	18. Preparer's Name _____	19. Phone _____
30. Local Agency Representative's Title _____		20. Preparer's Title _____	

- DISTRIBUTION:** 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). HSIPL-5946(187) Bid Opening Date 2:00 pm on Wednesday, November 11, 2020.

The County of Tulare established a Disadvantaged Business Enterprise (DBE) goal of 11 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Bidder Performs Item (Y/N)	Normally	Breakdown of Items	Amount (\$)	Percentage of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

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List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233. Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name	
16. Phone		17. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature		19. Local Agency Representative's Name	
20. Phone		21. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: _____ City, State: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ___ yrs.
Name: _____							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million

City, State:

<\$10 million

<\$15 million

Age of Firm: ___ yrs.

Name:

<\$1 million

<\$5 million

City, State:

<\$10 million

<\$15 million

Age of Firm: ___ yrs.

Name:

<\$1 million

<\$5 million

City, State:

<\$10 million

<\$15 million

Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

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Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.**

Federal Project Number: _____

Subcontractor Location	Name	and	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub- contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
---------------------------	------	-----	-------------------------	-----------------------	--	--	--------------	--------------------	-----------------------

Name:	_____								<\$1 million
	_____								<\$5 million
City, State:	_____								<\$10 million
	_____								<\$15 million
									Age of Firm: ___ yrs.

Name:	_____								<\$1 million
	_____								<\$5 million
City, State:	_____								<\$10 million
	_____								<\$15 million
									Age of Firm: ___ yrs.

Name:	_____								<\$1 million
	_____								<\$5 million
City, State:	_____								<\$10 million
	_____								<\$15 million
									Age of Firm: ___ yrs.

Name:	_____								<\$1 million
	_____								<\$5 million
City, State:	_____								<\$10 million
	_____								<\$15 million

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Name: _____ Age of Firm: ___ yrs.
_____ <\$1 million

City, State: _____ <\$5 million
_____ <\$10 million
_____ <\$15 million
Age of Firm: ___ yrs.

Name: _____ <\$1 million
_____ <\$5 million

City, State: _____ <\$10 million
_____ <\$15 million
Age of Firm: ___ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

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COUNTY OF TULARE
STATE OF CALIFORNIA

CONTRACT

THIS CONTRACT, entered into as of this _____ day of _____, by and between the COUNTY OF TULARE, a political subdivision of the State of California hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and must maintain the license from contract award through Contract acceptance (Public Contract Code § 20103.5) and is willing and able to perform the Work on the terms and conditions set forth herein.

WHEREAS, County publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to the lowest responsible and responsive bidder.

WHEREAS, should bid rigging, bidder collusion, and other fraudulent activities occur, Contractor shall call the U.S. Department of Transportation (DOT) toll-free hotline number (800) 424-9071. The service is available twenty-four (24) hours a day, seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at its own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Assistant Director of Public Works or designee, the pedestrian crossing enhancements including the installation of curb & gutter, sidewalk, accessible curb ramps, RRFB system and advance warning flashing beacons at the midblock crossing along East Orange Avenue and related striping/signing improvements between S. Maurer St and S. Hillcrest St.

Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2018 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2018 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which the accepted Bid Proposal (Bid) to the Board of Supervisors by the Contractor, including all statements, bonds, and certificates required to be submitted thereunder, Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved October 6, 2020 and are entitled:

STATE OF CALIFORNIA; COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF

EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs, losses, or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

Item No.	Items with unit price written in words	Unit of Measure	Estimated Quantity	Unit Price	Amount
----------	--	-----------------	--------------------	------------	--------

(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE IN THE BID)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess a Class A license from Contract award through Contract acceptance (Public Contract Code §20103.5). Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. The Contractor must not allow any such subcontractor to work on this project.
2. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
3. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

The general prevailing wage rates and any applicable changes to these wage rates are available:

1. From the Department of Industrial Relations' website
2. On file at the Resource Management Agency Permit Center, 5961 South Mooney Boulevard, Visalia, Ca 93277, which shall be made available to any interested person on request.
3. From the County Public Works website (see link in the Notice to Bidder section).

Contractor shall be responsible to post the general prevailing wage rates at a prominent place at each job site in accordance to section 7-1.02K(2) of the Caltrans Standard Specifications and Labor Code section 1773.2.

ARTICLE V. County does hereby engage Contractor as an independent contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer: Hernan Beltran, P.E.
 Chief Engineer
 Resources Management Agency
 County of Tulare
 5961 South Mooney Boulevard
 Visalia, CA 93277

Contractor: _____

ARTICLE X. Before approval of a Contract by County, Contractor must file with the Clerk of the Board of Supervisors evidence of insurance as set forth in 7-1.06 of the Special Conditions which outlines the minimum scope, specifications, and limits of insurance required under this Contract. Additional insured endorsements required as outlined below cannot be used to reduce limits available to County as an additional insured from Contractor's full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Contract or act in any way to reduce the policy coverage and limits available from the insurer(s). If Contractor fails to maintain or renew coverage, or to provide evidence of renewal, then County may consider that failure a material breach of this Contract. County may also withhold any payment otherwise due to Contractor for failure to provide evidence of renewal until Contractor provides such evidence.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the 2018 Caltrans Standard Specifications, the project plans, the 2018 Caltrans Standard Plans, the Technical Specifications, all Addenda, and the accepted Bid to the Board of Supervisors by the Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract shall be of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the Bid of the Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor shall begin work within fifteen (15) calendar days from the date the Notice to Proceed is issued, in full compliance with said Section 8-1.04 of the Standard Specifications.

Complete all work within Thirty (30) working days beginning on the fifteenth (15th) calendar day after the date shown on the Notice to Proceed. Contractor agrees to pay as liquidated damages and not as a penalty, the amount established pursuant to Section 8-1.10A of the Special Provisions, County and Contractor agree that if the Work is not completed within the Contract Time, then County's damages would be extremely difficult or impracticable to determine and that the amount specified is a reasonable estimate of the reasonable sum for such damages. Liquidated damages for all work shall be set to one thousand one hundred dollars (\$1,100) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. County may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of County in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. DISPUTES AND DISPUTE RESOLUTION.

(A) Informal Negotiations. The Parties shall make their best efforts to informally resolve disputes that arise out of or relate to this Contract. To foster a spirit of cooperation and efficiency in the administration of this Contract, disputes between the Parties shall first be subjected to a good faith negotiations process as follows:

- (1) The aggrieved Party shall give the other Party, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with the terms of the Contract. Said notice shall suggest a date, time and place for the negotiations session. The Parties may jointly decide to meet at another time and place; provided, however, the Parties agree that such negotiations session shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.
- (2) The Parties agree that the negotiations session(s), including proceedings or discussions concerning the proposed negotiations session(s), are to be considered confidential settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers,

views and opinions, oral or written, made during a negotiations session by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the negotiations session(s).

- (3) Absent mutual consent of the Parties, if a noticed negotiations session fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the negotiations session has not been made within those fifteen (15) calendar days, then the negotiations obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Section 22, unless the reason for such failure to convene a negotiations session is the refusal of the Party asserting a claim to participate in the negotiations session, in which event said claim will be deemed to have been waived.
- (4) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first negotiations session, then upon the written request of either Party (a "Mediation Request"), the dispute may be submitted to non-binding mediation in accordance with this Article.

(B) Mediation. If a dispute arising out of or relating to this Contract is not resolved through the above-described negotiations process, then within thirty (30) days after notice is provided through a Mediation Request, the Parties shall participate in non-binding mediation administered by a mediator to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
- (2) The Parties shall mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party.
- (3) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.
- (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both Parties, and shall be barred from testifying in any litigation concerning any information obtained or disclosed in the course of the mediation.
- (5) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.
- (6) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within thirty (30) days of the selection of the mediator.
- (7) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- (8) The mediator's decision shall not be binding on or admissible against either Party. If mediation fails to resolve the dispute, then either Party may pursue litigation to resolve the dispute.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County shall have the right to terminate the Contract. In either event, County shall provide Contractor with at least thirty (30) days prior written notice of such termination.

ARTICLE XXV. Quality Assurance - The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the County and/or the Materials Testing Consultant performs, if available.

Schedule work to allow time for QAP review and compliance.

ARTICLE XXVI. Disadvantaged Business Enterprise (DBE) - Contractor acknowledges that this Contract is subject to 49 CFR 26.13(b) as set forth in Section 2-1.12B [2-1.12B(1), 2-1.12B(2) and 2-1.12B(3)] and 5-1.13B [5-1.13B(1) and 5-1.13B(2)] of the Special Provisions. By the signing this Contract, Contractor agrees to comply with all requirements of Section 2-1.12B, meet the County's established Disadvantaged Business Enterprise (DBE) goal of 11% for this contract or otherwise have already provided adequate good faith efforts documentation.

ARTICLE XXVII. Changed Conditions

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown 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, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the Contract is warranted.
3. No Contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment

within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the Contract is warranted.
3. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
4. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

c. Significant Changes in the Character of Work

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent (125%) or decreased below 75 percent (75%) of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent (125%) of original Contract item quantity, or in case of a decrease below 75 percent (75%), to the actual amount of work performed.

ARTICLE XXVIII. Buy America - Contractor acknowledges that this project is subject to "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Contractor must furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of one tenth of one percent (0.1%) of the total bid or two thousand five hundred dollars (\$2,500), materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

ARTICLE XXIX. Prompt Payment of Funds Withheld to Subcontractors - The County shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the County, unless as agreed to in writing by the Contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating 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 Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

ARTICLE XXX. Female and Minority Goals - To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed ten thousand dollars (\$10,000):

The nationwide goal for female utilization is six and nine tenths of a percent (6.9%).

The goal for minority utilization for Tulare County is twenty-three and six tenths of a percent (23.6%) per 45 Fed Reg 65984 (10/3/1980)

For the last full week of July during which work is performed under the Contract, Contractor and each non material-supplier subcontractor with a subcontract of ten thousand dollars (\$10,000) or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms to the Engineer by August 15.

ARTICLE XXXI. Title 6 Assurance - During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Contractor) agrees as follows:

1. Compliance with Regulations: Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-contracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be

performed under a Sub-contract, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the California Department of Transportation shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the Contract within a reasonable period of time, not to exceed ninety (90) days; and/or
 - b. Cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: Contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-contract or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XXXII. Use of United States-Flag Vessels (Cargo Preference Act) - The Contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within twenty (20) days following the date of loading for shipments originating within the United State or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

ARTICLE XXXIII. Federal Trainee Program - Contractor shall be responsible for meeting the Federal Trainee Program requirements specified in this Contract and Section 7-1.11D of the Standard Specifications.

For the Federal training program, the number of trainees or apprentices is **0**.

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

As part of Contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

Contractor has primary responsibility for meeting this training requirement.

If Contractor subcontracts a contract part, then Contractor shall determine how many trainees or apprentices are to be trained by the subcontractor. Contractor shall include these training requirements in each of its subcontracts.

Where feasible, twenty-five percent (25%) of apprentices or trainees in each occupation must be in their first (1st) year of apprenticeship or training.

Contractor shall distribute the number of apprentices or trainees among the work classifications on the basis of Contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, Contractor shall submit to the County:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Contractor shall obtain the County's approval for this submitted information before Contractor starts work. The County credits the Contractor for each apprentice or trainee it employs on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Contractor shall show that it has made the efforts. In making these efforts, Contractor shall not discriminate against any applicant for training.

Contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Contractor's records must show the employee's answers to the questions.

In Contractor's training program, it shall establish the minimum length and training type for each classification. The County and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Contractor shall obtain the State's approval for its training program before it starts work involving the classification covered by the program.

Contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the FHWA division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County reimburses the Contractor eighty cents (\$0.80) per hour of training given an employee on this Contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and Contractor does at least one of the following:
 - Contributes to the cost of the training
 - Provides the instruction to the apprentice or trainee
 - Pays the apprentice's or trainee's wages during the off-site training period
3. If Contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Contractor shall furnish the apprentice or trainee with a:

1. Copy of the program Contractor will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Contractor shall maintain records and submit reports documenting its performance under section 7-1.11D of the Standard Specifications.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

“County”

“Contractor”

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By _____

Title _____

By _____
Chair of the Board
of Supervisors

By _____

Title _____

Attest: Jason T. Britt, County Administrative Officer/
Clerk of the Board of Supervisors

Pursuant to Corporations Code section 313, County policy requires that contracts with a corporation shall be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation’s Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

By _____
Deputy

Dated _____
APPROVED AS TO FORM,
County Counsel

By _____
Deputy County Counsel

Matter No. _____

Licensed in accordance with an act
providing for the registration of contractors.

License No. _____

Federal Employer Identification

Number _____

STATUTORY PERFORMANCE BOND PURSUANT TO

California Public Contract Code
Section 20129

KNOW ALL MEN BY THESE PRESENTS:

That _____ (Hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare, (hereinafter called the Obligee) in the amount of _____ (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the ___th day of _____, _____ for construction of EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Contract during the original term of the Contract and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said contract that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Whenever Obligee declares Principal to be in default under the Contract, then the Surety will remedy the default pursuant to the Contract, or will promptly do one of the following, at the Obligee's option:

(1) Undertake through its agents or independent contractors reasonably acceptable to the Obligee, to complete the Project in accordance with all terms and conditions in the Contract, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages, and with no requirement for a "take-over" or similar agreement"; or

(2) Permit the Obligee to complete the Project in any manner consistent with California law and reimburse the Obligee for all costs it incurs in completing the Project, and in correcting, repairing, or replacing any defects in materials, equipment or workmanship, which do not conform to the Contract.

Surety expressly agrees that the Obligee may reject any contractor or subcontractor that Surety may propose in fulfillment of its obligations in the event of default by the Principal. Surety will not utilize Principal in completing the Project or accept a bid from the Principal for completion of the Work if the Obligee, when declaring the Principal in default, notifies Surety of the Obligee's objection to Principal's further participation in the completion of the Project.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the construction work on this Project, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the Obligee's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Obligee or its successors or assigns. If Obligee sues upon this bond, then Surety will pay reasonable attorney's fees and costs incurred by the Obligee in such suit, irrespective of the amount of this bond.

Witness our hands this _____ day of _____, _____.

Principal Seal

By

Surety Seal

By

Agency of Record

Note: Bond surety must be admitted to transact surety insurance in the State of California.

DRAFT

STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code
Sections 9550 through 9566

KNOW ALL MEN BY THESE PRESENTS:

That, _____.(hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare (hereinafter called the Obligee), in the amount of _____ (\$_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ___th day of _____, _____ for construction of EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et. seq.

This bond shall inure to the benefit of any person named in California Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Witness our hands this _____ day of _____, _____.

Principal Seal

By

Surety Seal

By

Agency of Record

Agency Address

Note: Bond surety must be admitted to transact surety insurance in the State of California

DRAFT

**CERTIFICATION CONCERNING WORKERS'
COMPENSATION INSURANCE**

STATE OF CALIFORNIA)
) SS
COUNTY OF TULARE)

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date_____

CONTRACTOR

DRAFT

CONSTRUCTION OF EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS

CONTRACT DOCUMENT CHECKLIST

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (digital copy acceptable). The Contract must be signed by both the company president or vice president and the company secretary or treasurer (the two officers of the company cannot be the same person) with the Contractors State License Board number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 9550 through 9566 (forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of section 7-1.06 of the Special Provisions including general liability, automobile and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid Contractors State License required to perform the work under this Contract. A copy of the Contractor's license is sufficient.
6. Local Agency Bidder DBE (Construction Contracts) Information Forms, Exhibit 15-G, and 15-H of the Local Assistance Procedures Manual. These forms shall be submitted prior to contract award per the Special Provisions.

**FORM FHWA 1273 REQUIRED CONTRACT PROVISIONS FEDERAL-
AID CONTRACTS**

(Replaces form in Section 7-1.11B of the Standard Specifications)

DRAFT

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(iii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

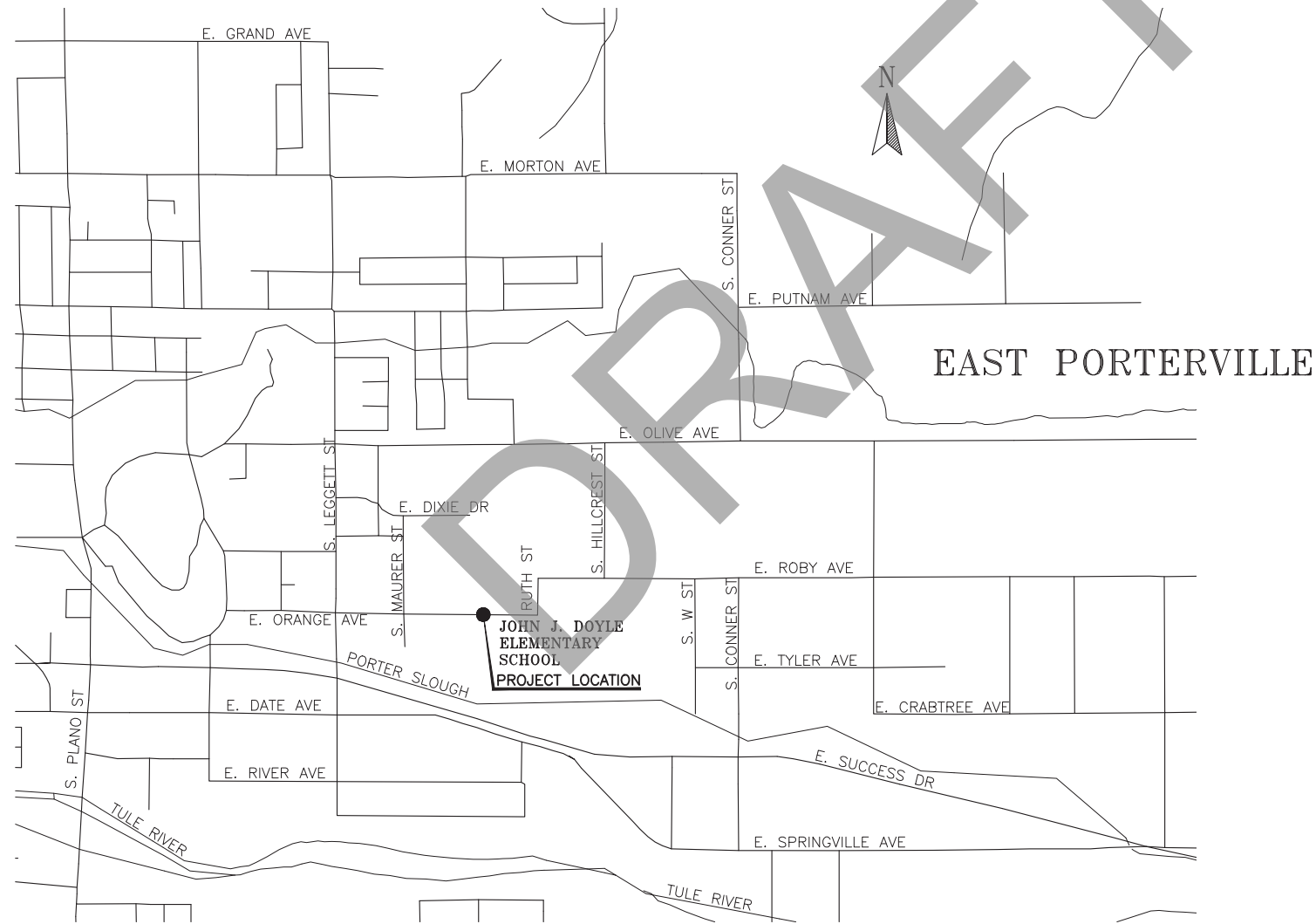
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

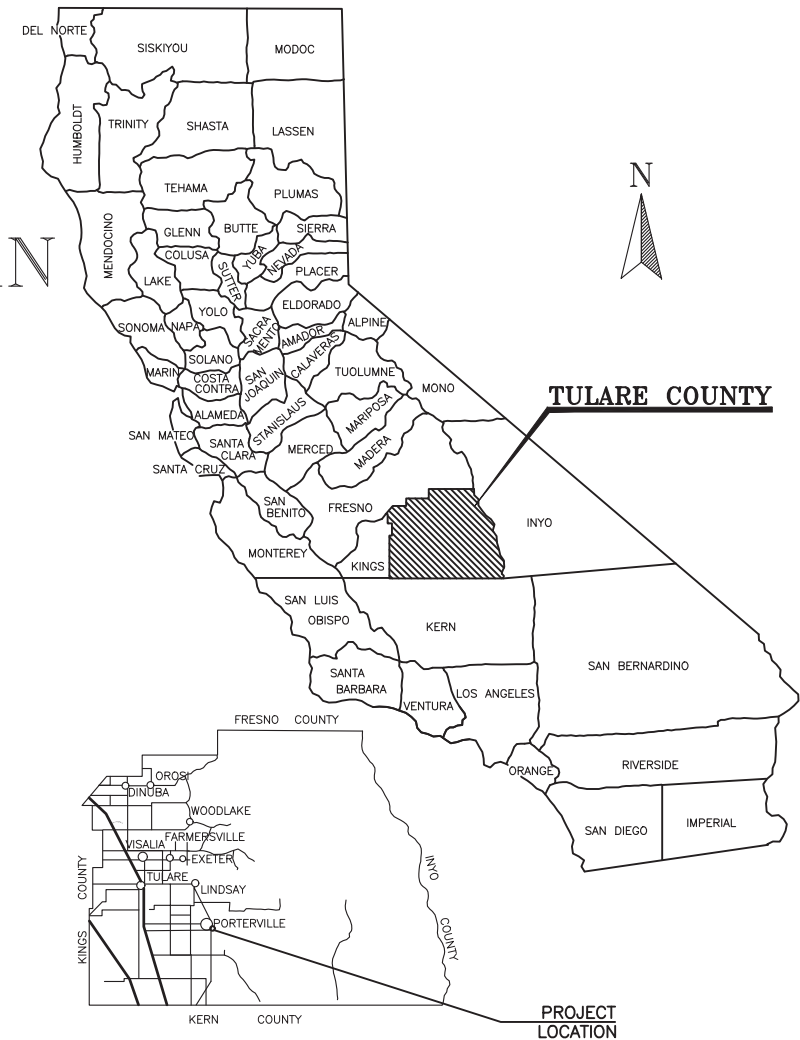
STATE OF CALIFORNIA
COUNTY OF TULARE

PROJECT PLANS FOR CONSTRUCTION OF
EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS
FUNDED BY
HIGHWAY SAFETY IMPROVMENT PROGRAM (HSIP)

TO BE SUPPLEMENTED BY STANDARD PLANS AND STANDARD SPECIFICATIONS OF
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DATED 2018



VICINITY MAP



LOCATION MAP

INDEX OF SHEETS

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X1	5	TYPICAL CROSS SECTIONS
L1	6	LAYOUT
PD1-PD2	7-8	SIGNING AND STRIPING PLAN
CAS1	9	CONSTRUCTION AREA SIGN PLAN

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AP	ANGLE POINT
AVE	AVENUE
C&G	CURB AND GUTTER
CL, ☉	CENTER LINE
CONC	CONCRETE
CONST	CONSTRUCTION
DR	DRIVE
EG	EXISTING GROUND
EP	EDGE OF PAVEMENT
EXIST	EXISTING
FL	FLOWLINE
FNC	FENCE
FYG	FLORESCENT YELLOW-GREEN
GB	GRADE BREAK
HCR	HANDICAP RAMP
HMA	HOT MIX ASPHALT
LF	LINEAR FEET
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
OG	ORIGINAL GROUND
PE	PROFESSIONAL ENGINEER
P/L	PROPERTY LINE
PROP	PROPOSED
RD	ROAD
RE	RESIDENT ENGINEER
R/W	RIGHT OF WAY
RRFB	RECTANGULAR RAPID FLASHING BEACON
RT	RIGHT
STA	STATION
STD	STANDARD
ST	STREET
SW	SIDEWALK
TCE	TEMPORARY CONSTRUCTION EASEMENT
TFC	TOP FACE OF CURB
TC	TOP OF CURB
TYP	TYPICAL
VAR	VARIES
VG	VEE GUTTER



Know what's below.
Call before you dig.

Contractor shall call
Underground Service Alert at
811 two working days prior
to excavation

REVISIONS

No.	DATE	DESCRIPTION

COUNTY OF TULARE
RESOURCE MANAGEMENT AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277
(559)624-7000
WWW.TULARECOUNTY.CA.GOV/RMA



TITLE SHEET
**EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**
TULARE COUNTY

APPROVED BY: _____ DATE: _____

PETE VANDER POEL III, CHAIR
COUNTY OF TULARE BOARD OF SUPERVISORS

APPROVED BY: _____ DATE: _____

REED SCHENKE, P.E., DIRECTOR
COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY

SIGNED BY: _____ DATE: _____

MICHAEL J. WINTON, P.E., PROJECT MANAGER
COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY



SCALE	NTS
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1T001.DWG
DATE	09-29-2020
SHEET No.	T1

T1
1 OF 9

M:\PROJECTS\19014-1\19014-1T001.DWG 9/29/2020 3:37 PM

CONSTRUCTION NOTES (THIS SHEET):

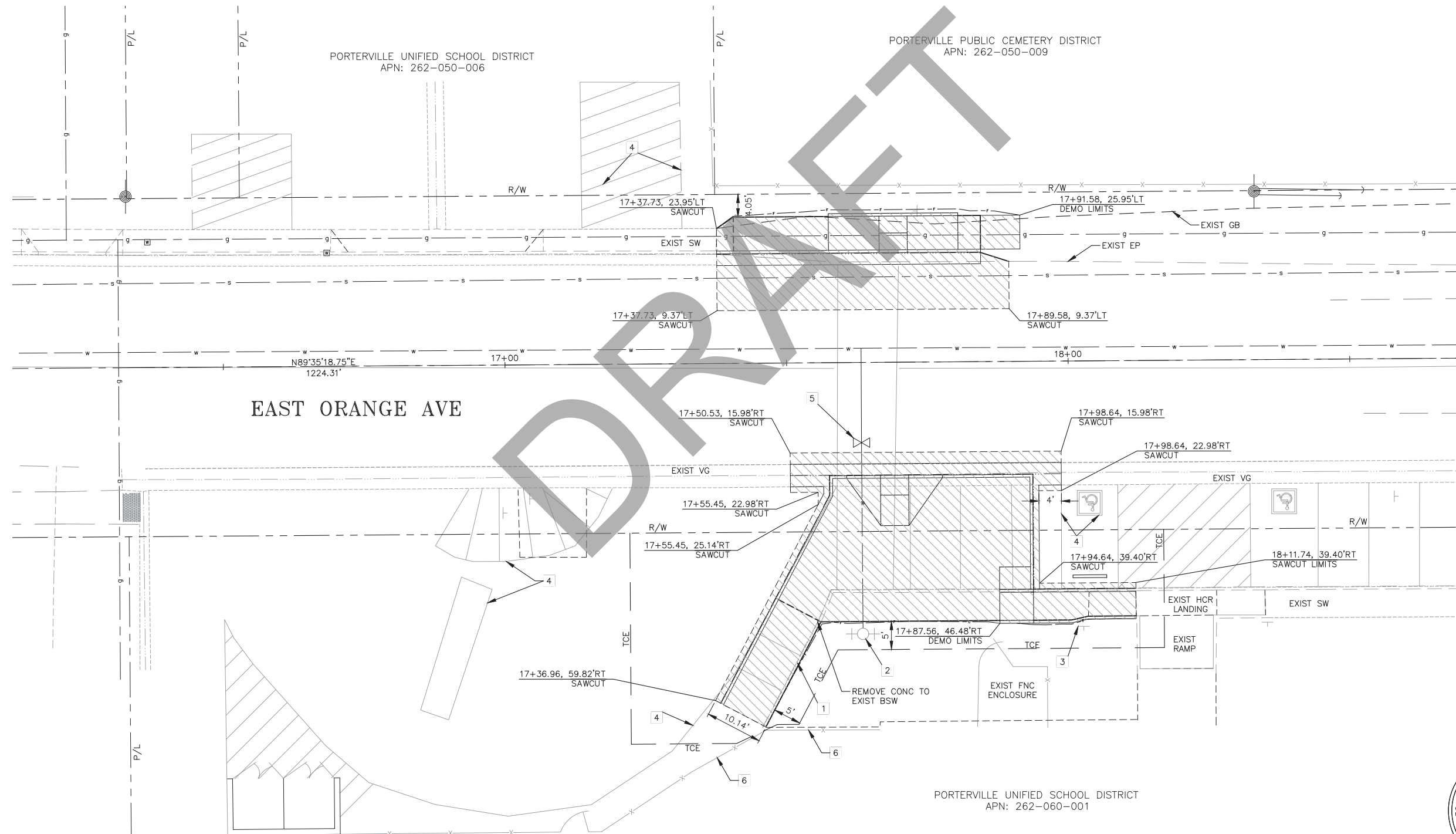
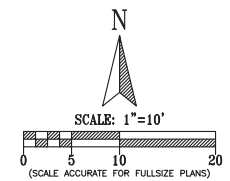
- 1 REMOVE CONC MOW STRIP (N).
- 2 EXIST FIRE HYDRANT, PROTECT IN PLACE.
- 3 EXIST HANDICAP SIGN, PROTECT IN PLACE.
- 4 EXIST STRIPING, PROTECT IN PLACE.
- 5 EXIST WATER VALVE COVER, PROTECT IN PLACE.
- 6 EXIST WROUGHT IRON FENCE, PROTECT IN PLACE.

GENERAL NOTES (THIS SHEET):

1. SAWCUT BOUNDARIES ARE APPROXIMATED FOR THE CONSTRUCTION LIMITS AND SHALL BE VERIFIED IN THE FIELD BY THE ENGINEER.
2. SEE SIGNING AND STRIPING PLANS FOR DEMOLITION AND IMPROVEMENTS RELATED TO SIGNING AND STRIPING.
3. (N) INCLUDED IN THE PAYMENT FOR CLEARING AND GRUBBING.
4. CONTRACTOR SHALL VERIFY EXACT DEPTH AND LOCATION OF UTILITIES PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY ENGINEER OF ANY CONFLICTS.

LEGEND (THIS SHEET)

- LIMITS OF EXCAVATION/REMOVAL
- EXIST UTILITY POLE
- EXIST FENCE
- EXIST FIRE HYDRANT
- EXIST WATER VALVE
- EXIST SIGN
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- EXIST GAS LINE
- EXIST SEWER LINE
- EXIST WATER LINE



NO.	REVISIONS	DATE	BY

COUNTY OF TULARE
 RESOURCE MANAGEMENT AGENCY
 5961 SOUTH MOONEY BLVD.
 VISALIA, CA 93277
 (559)624-7000
 WWW.TULARECOUNTY.CA.GOV/RMA



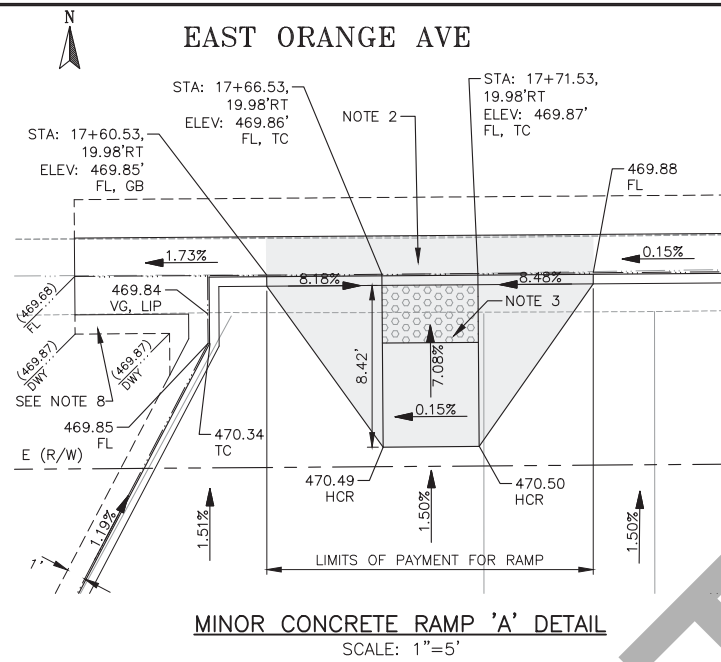
DEMOLITION PLAN
EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS
 TULARE COUNTY

SCALE	1"=10'
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1DM001.DWG
DATE	09-29-2020
SHEET No.	DM1

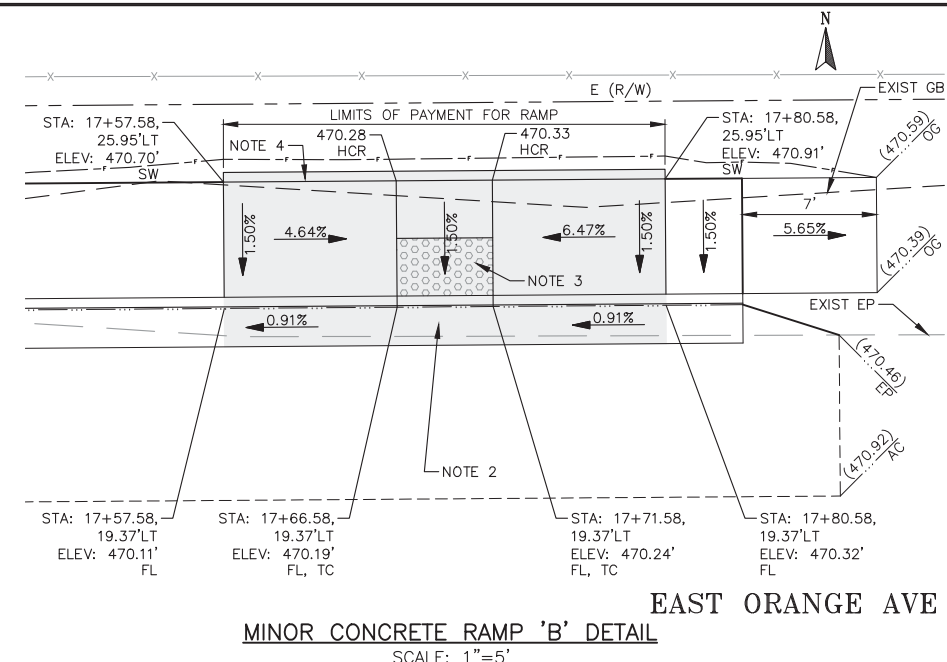


RAMP DETAIL NOTES (C1-C2):

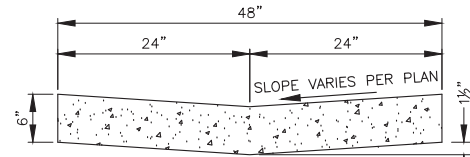
- TRANSITIONS FROM RAMPS AND LANDING TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH (NO LIP) AND FREE OF ABRUPT CHANGES.
- COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO AND WITHIN 24" OF THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20 (5.0%). GUTTER PAN SLOPE SHALL NOT EXCEED 1" OF DEPTH FOR EACH 2'-0" OF WIDTH.
- CURB RAMP LANDING SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS. PAYMENT FOR DETECTABLE WARNING SURFACE IS INCLUDED IN THE PAYMENT FOR MINOR CONCRETE (RAMP).
- RETAINING CURB TYPICALLY 6" WIDTH. PAYMENT FOR INSTALLING RETAINING CURB WITHIN LIMIT OF PAYMENT FOR RAMP IS INCLUDED IN THE UNIT PRICE FOR MINOR CONCRETE (RAMP).
- ALL CURB RAMPS SHALL BE CONSTRUCTED PER DIMENSIONS, STATIONS, OFFSETS, AND ELEVATION ON THIS PLAN.
- PAYMENT FOR INSTALLING CURB & GUTTER WITHIN LIMIT OF PAYMENT FOR RAMP IS INCLUDED IN THE PAYMENT FOR MINOR CONCRETE (RAMP).
- STAMPED COLORED CONCRETE WITH "BASKET WEAVE" PATTERN, PAID FOR AS MINOR CONCRETE (STAMPED COLORED CONCRETE), 6-INCH THICK. COLOR SHALL BE "BRICK RED."
- DRIVEWAY PAVEBACK, PAID FOR AS MINOR CONCRETE (DRIVEWAY PAVEBACK). WIDTH PER PLANS, 6" THICK.
- ALL STATIONS AND OFFSETS FOR CURB RAMP A-C ARE TO EAST ORANGE AVE IN EAST PORTERVILLE, CA.
- DOWELS SHALL BE PROVIDED IN EXISTING CONCRETE WHERE PROPOSED ABUTTING CONCRETE WORK IS CONSTRUCTED TO PREVENT SEPARATION OR UNEVEN CONSOLIDATION AS DIRECTED BY THE ENGINEER. DOWELS SHALL BE #4 REBAR, 12" ON CENTER, 12" MIN. LENGTH WITH 6" MIN PENETRATION INTO EXISTING CONCRETE AND EPOXY GLUED IN PLACE PLUS 3" MIN. COVER
- PARKING BUMPER, PAID FOR AS PARKING BUMPER (PRECAST CONCRETE). SHALL CONFORM TO SECTION 78-5 OF THE CALTRANS STANDARD SPECIFICATIONS.



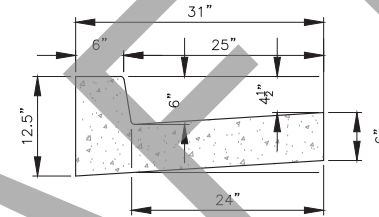
MINOR CONCRETE RAMP 'A' DETAIL
SCALE: 1"=5'



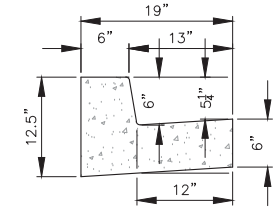
MINOR CONCRETE RAMP 'B' DETAIL
SCALE: 1"=5'



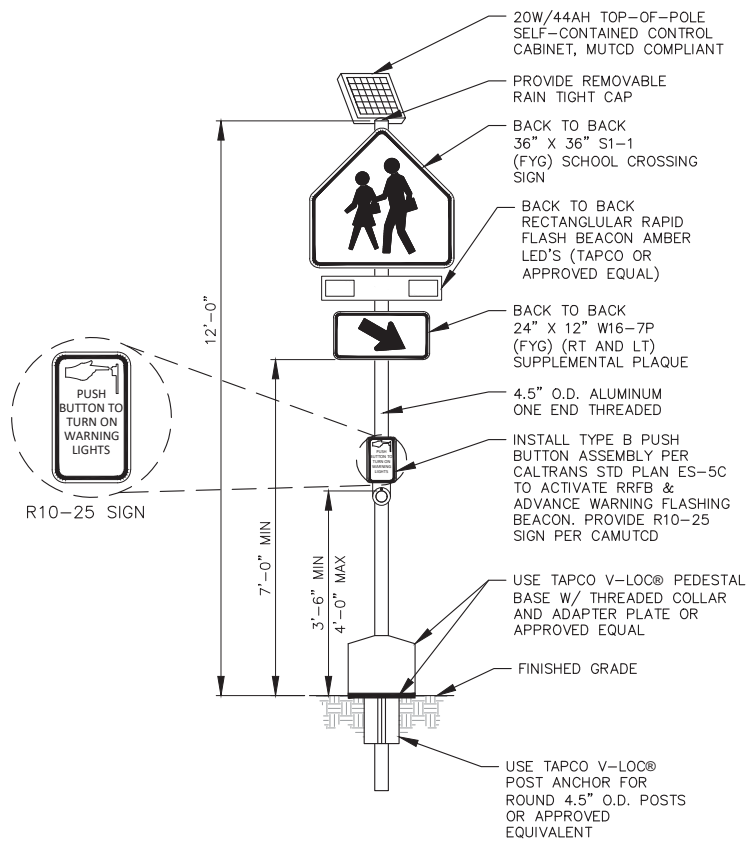
MINOR CONCRETE (VEE GUTTER) DETAIL
SCALE: 1"=1'



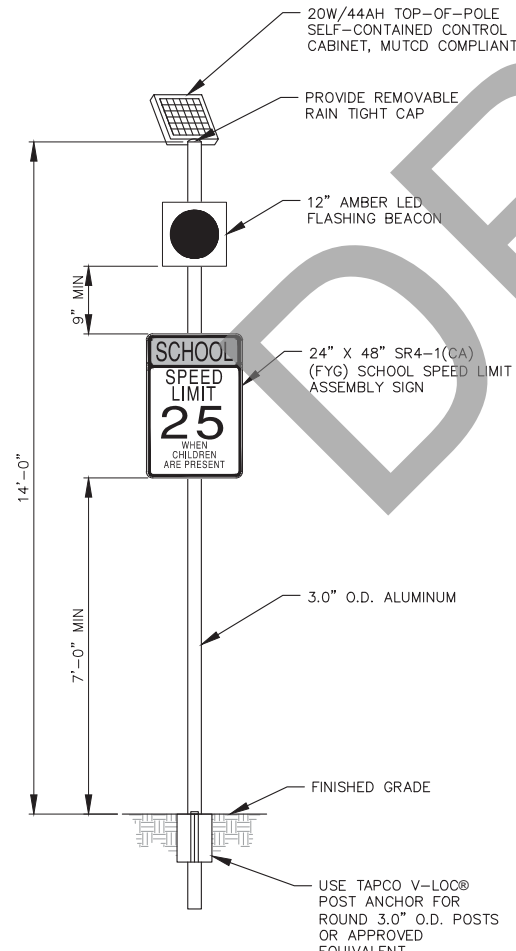
MINOR CONCRETE (CURB AND GUTTER) DETAIL
SCALE: 1"=1'



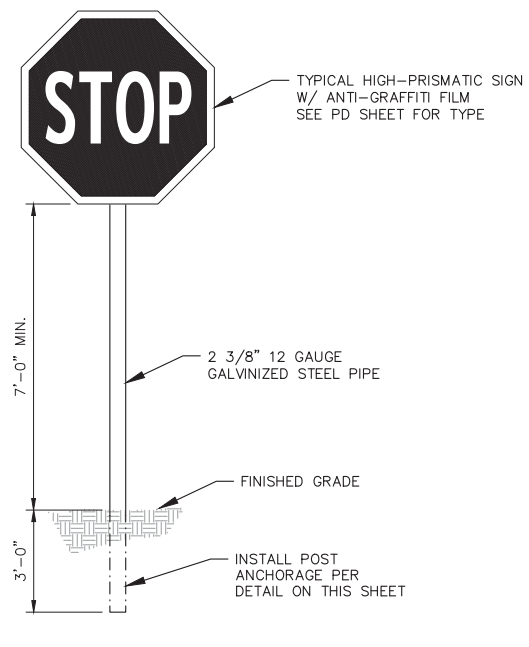
MINOR CONCRETE (MODIFIED CURB AND GUTTER) DETAIL
SCALE: 1"=1'



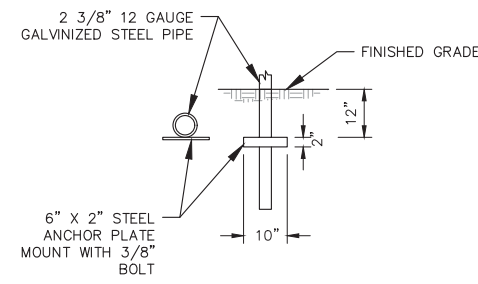
DOUBLE SIDED RRFB SIGN WITH PPB DETAIL
SCALE: NTS



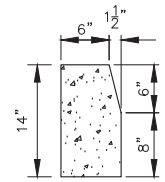
ADVANCE WARNING FLASHING BEACON SIGN DETAIL
SCALE: NTS



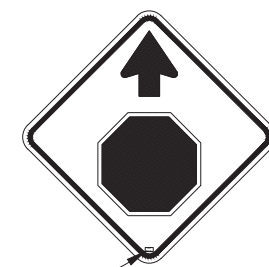
ROADSIDE SIGN ONE POST DETAIL
SCALE: NTS



POLE ANCHORAGE DETAIL
SCALE: NTS



MINOR CONCRETE (CURB) DETAIL
SCALE: 1"=1'



EMBLEM PLACEMENT
SCALE: NTS

NO.	REVISIONS	DATE	BY

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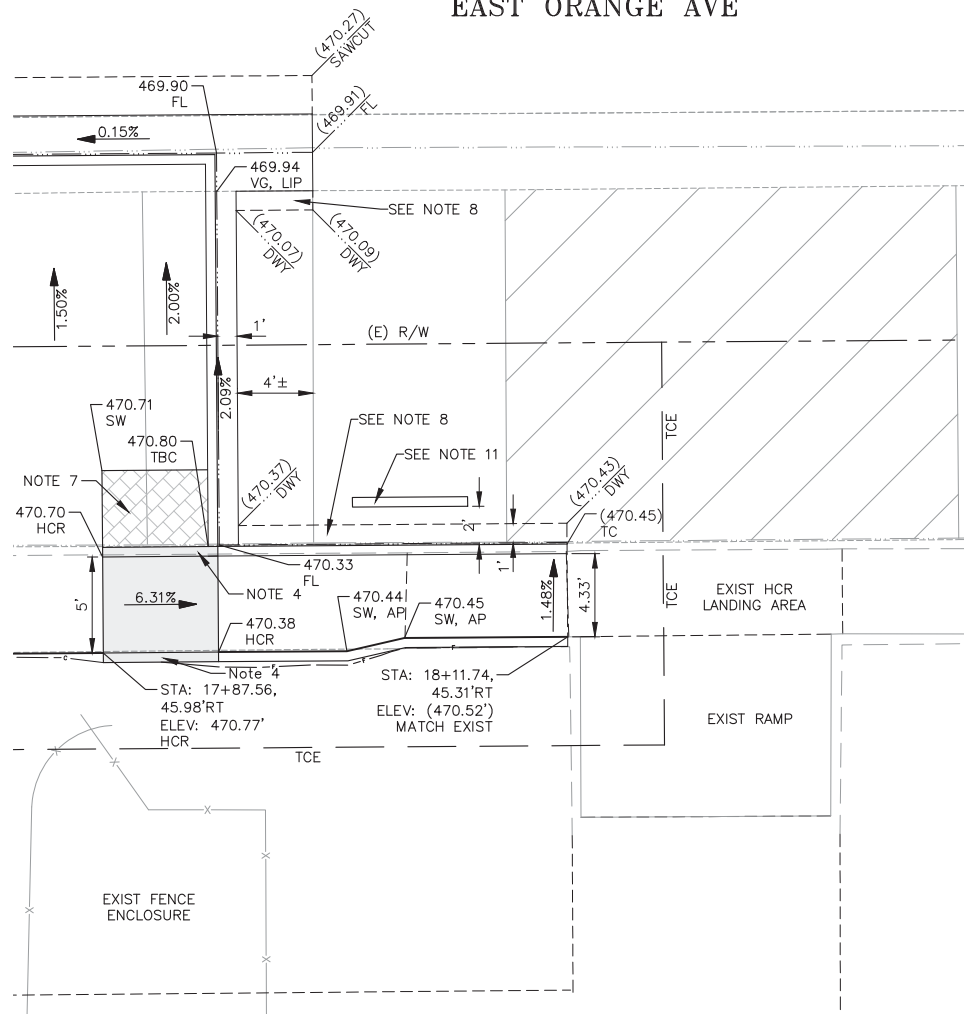
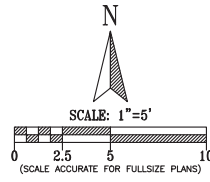


CONSTRUCTION DETAILS
EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS
TULARE COUNTY

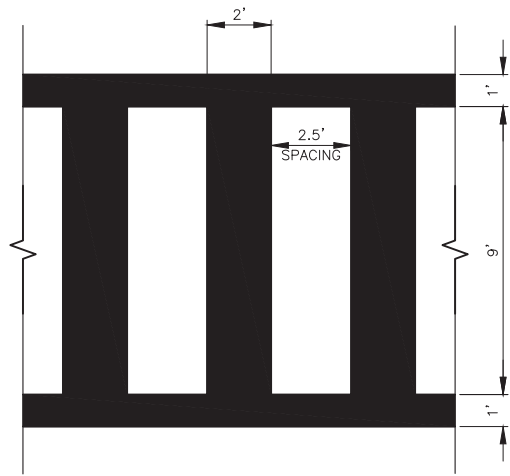
SCALE	AS SHOWN
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1C001.DWG
DATE	09-29-2020
SHEET No.	C1



EAST ORANGE AVE

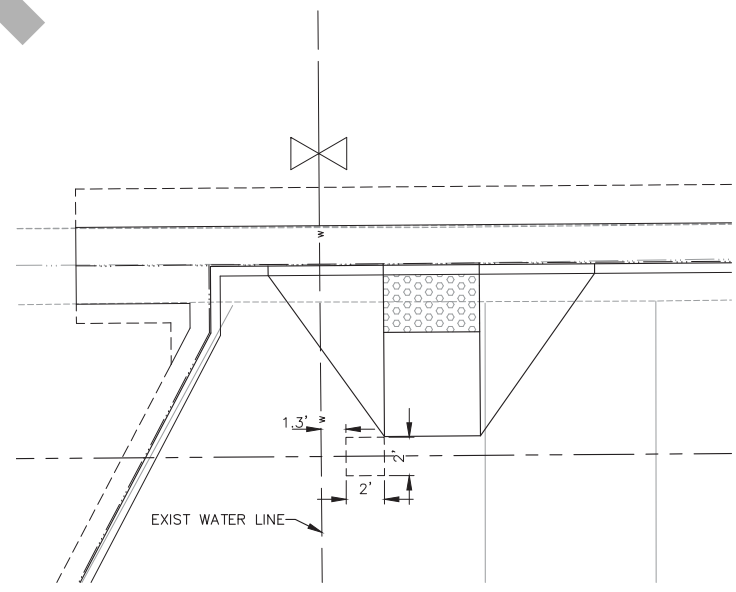


MINOR CONCRETE RAMP 'C' DETAIL
SCALE: 1"=5'



LADDER DETAIL
SCALE: 1"=3'

DRAFT



RRFB BLOCK OUT DETAIL
SCALE: 1"=5'



No.	REVISIONS	DESCRIPTION	DATE	BY

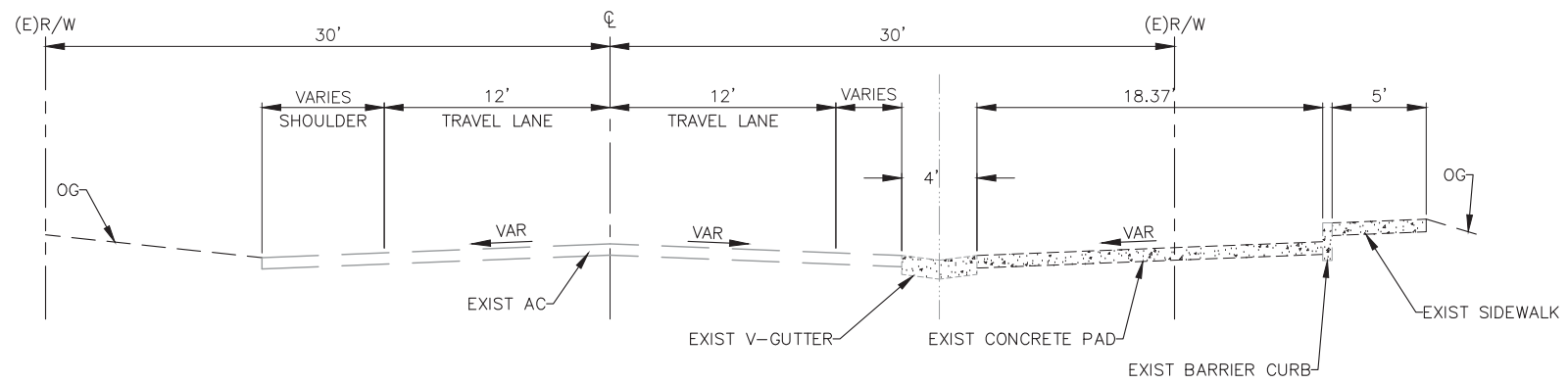
COUNTY OF TULARE
RESOURCE MANAGEMENT AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277
(559)624-7000
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CONSTRUCTION DETAILS
EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS
TULARE COUNTY

SCALE	AS SHOWN
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1C001.DWG
DATE	09-29-2020
SHEET No.	C2

M:\PROJECTS\19014-1\19014-1C001.DWG 09/29/2020 3:57 PM



**EAST ORANGE AVENUE
EXISTING X-SECTION**

**TYPICAL STRUCTURAL SECTIONS
THIS SHEET ONLY**

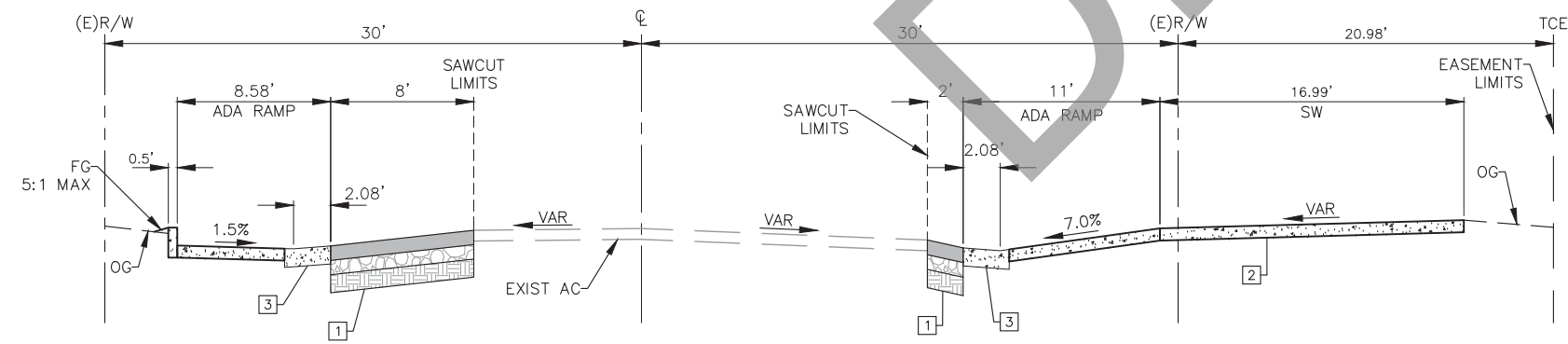
- 1 20-YR DESIGN
0.40' HOT MIX ASPHALT (TYPE A)
0.40' CLASS 2 AGGREGATE BASE, 95% COMPACTION
0.50' COMPACTED NATIVE, 95% COMPACTION
- 2 MINOR CONCRETE (SIDEWALK), 4" THICK TYPICAL
- 3 MINOR CONCRETE (CURB AND GUTTER)

LEGEND

- [Symbol] HOT MIX ASPHALT
- [Symbol] AGGREGATE BASE
- [Symbol] COMPACTED NATIVE SOIL
- [Symbol] EXISTING CONCRETE
- [Symbol] PROPOSED CONCRETE

NOTES

1. SEE PD SHEET FOR PLACEMENT OF RECTANGULAR FLASHING BEACON SYSTEM AND ADVANCED FLASHING WARNING SIGN.
2. GRADE AREA BEHIND SIDEWALK TO PROVIDE SMOOTH TRANSITION WITHIN R/W. THIS IS INCLUDED IN THE PAYMENT FOR FINISHING ROADWAY.
3. SEE LAYOUT SHEET FOR LOCATION OF MINOR CONCRETE (VEE GUTTER).



**EAST ORANGE AVENUE
PROPOSED X-SECTION
STA 17+57.45 TO STA 17+93.64**

DRAFT

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COUNTY OF TULARE
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TYPICAL CROSS SECTIONS
**EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**
TULARE COUNTY

SCALE	H: 1"=5' V: 1"=2.5'
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1X001.DWG
DATE	09-29-2020
SHEET No.	



X1
5 OF 9

CONSTRUCTION NOTES (THIS SHEET):

- 1 MINOR CONCRETE (CURB RAMP) PER [X] RAMP DETAILS ON SHEET C1, C2
- 2 MINOR CONCRETE (CURB & GUTTER) PER DETAIL ON SHEET C1
- 3 MINOR CONCRETE (SIDEWALK) WIDTH PER PLAN
- 4 MINOR CONCRETE (MODIFIED CURB & GUTTER) PER DETAIL ON SHEET C1
- 5 MINOR CONCRETE (VEE GUTTER) PER DETAIL ON SHEET C1
- 6 REMOVE SIGN & SALVAGE TO ENGINEER
- 7 REMOVE CONC MOW STRIP (N).
- 8 EXIST FIRE HYDRANT, PROTECT IN PLACE.
- 9 EXIST HANDICAP SIGN, PROTECT IN PLACE.
- 10 EXIST STRIPING, PROTECT IN PLACE.
- 11 EXIST WATER VALVE COVER (CITY OF PORTERVILLE), PROTECT IN PLACE.
- 12 4-INCH THICK STAMPED COLORED CONCRETE, PAID FOR AS MINOR CONCRETE (STAMPED COLORED CONCRETE)
- 13 MINOR CONCRETE (CURB) PER DETAIL ON SHEET C1
- 14 INSTALL PARKING BUMPER (PRECAST CONCRETE)

GENERAL NOTES (THIS SHEET):

1. SAWCUT BOUNDARIES ARE APPROXIMATED FOR THE CONSTRUCTION LIMITS AND SHALL BE VERIFIED IN THE FIELD BY THE ENGINEER.
2. SEE SIGNING AND STRIPING PLANS FOR DEMOLITION AND IMPROVEMENTS RELATED TO SIGNING AND STRIPING.
3. (N) INCLUDED IN THE PAYMENT FOR CLEARING AND GRUBBING.

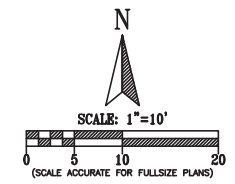
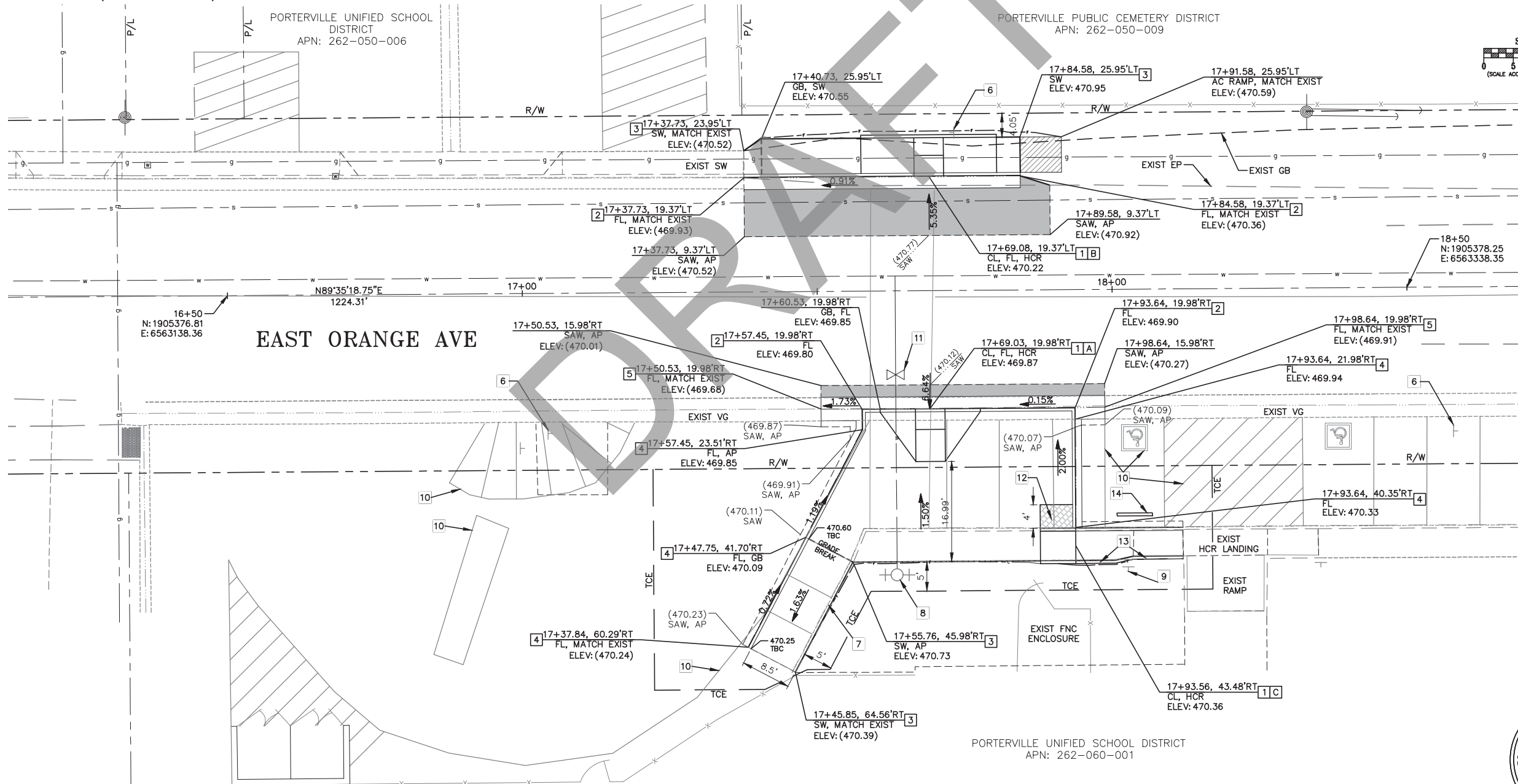
LEGEND (THIS SHEET)

- AC RAMP, PAID FOR AS MINOR HOT MIX ASPHALT
- PAVEMENT SECTION, SEE SHEET X1
- MINOR CONCRETE (STAMPED COLORED CONCRETE)
- EXIST UTILITY POLE
- EXIST FENCE
- EXIST FIRE HYDRANT
- EXIST WATER VALVE
- EXIST SIGN
- PROPOSED CUT LINE
- PROPOSED FILL LINE
- EXIST GAS LINE
- EXIST SEWER LINE
- EXIST WATER LINE

PROJECT CONTROL

Project coordinates and bearings are based on the point table shown below
 Project elevations shown are based control point no. 1360, shown below.

POINT NO.	NORTHING USFT	EASTING USFT	ELEV. USFT	DESCRIPTION & LOCATION
1360	1905397.06	6563156.69	470.10	Chiseled box with divot in top of curb, top of west of driveway to parking lot north side.
35	1905401.88	6563133.31	470.10	Mag & tin in asphalt at southwest corner of parking lot north side.
36	1905358.16	6563751.44	472.56	Mag in concrete at northeast corner of parking pad, easterly end of school.
37	1905575.85	6563127.31	471.43	No. 4 rebar tagged "TULARE CO CONTROL", 3x3ft southwest of northwest of asphalt lot.



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LAYOUT
**EAST ORANGE AVENUE PEDESTRIAN
 CROSSING ENHANCEMENTS**
 TULARE COUNTY

SCALE	1"=10'
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1L001.DWG
DATE	09-29-2020
SHEET No.	



CONSTRUCTION NOTES (THIS SHEET ONLY):

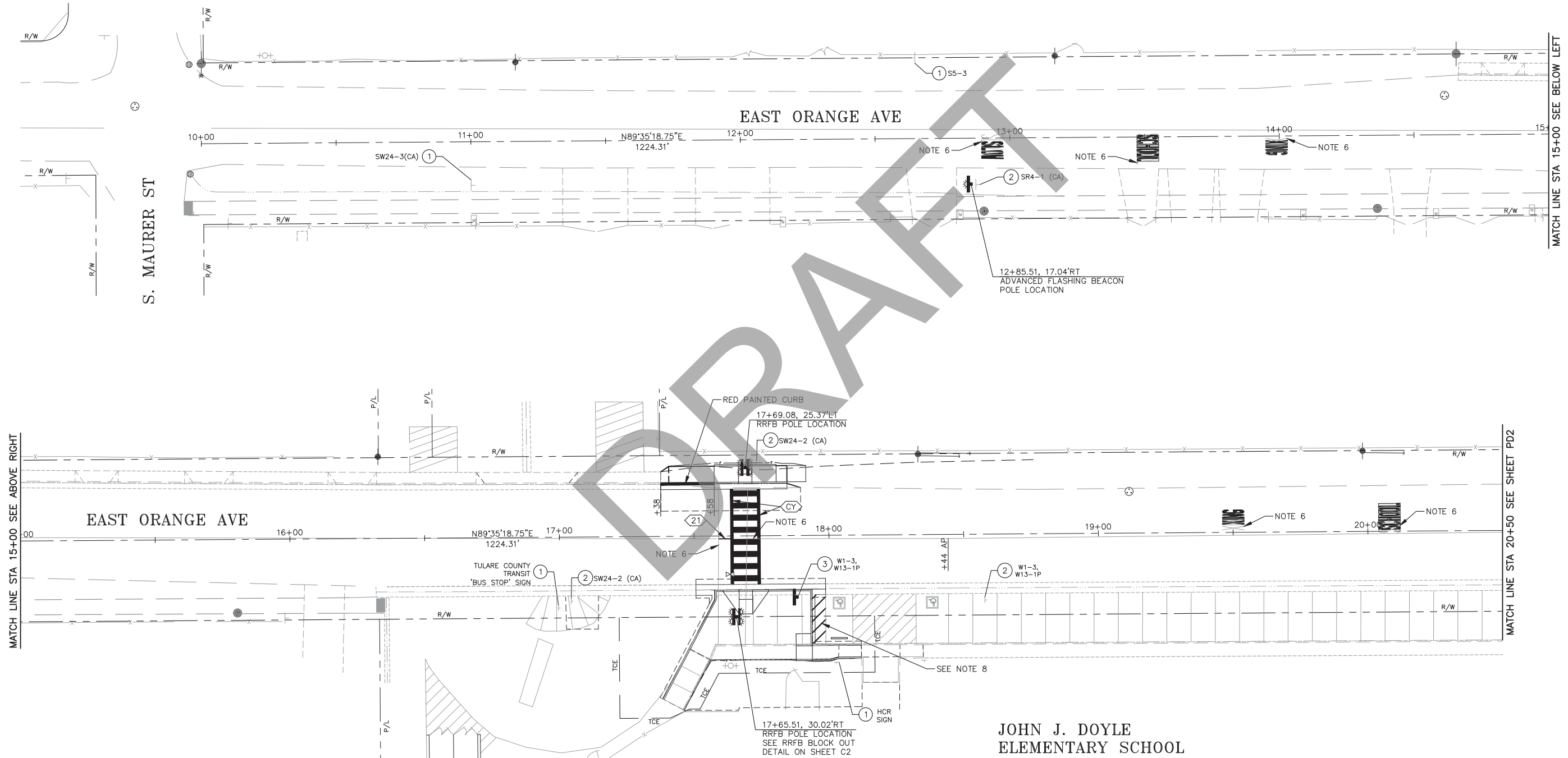
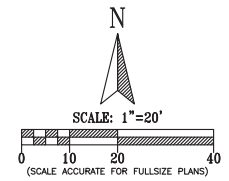
- ① PROTECT IN PLACE, SIGN NUMBER
- ② REMOVE ROADSIDE SIGN AND SALVAGE TO ENGINEER
- ③ INSTALL ROADSIDE SIGN ONE POST, SIGN NUMBER

SIGNING & STRIPING NOTES:

- 1. ALL PROPOSED SIGNS, PAVEMENT MARKINGS AND STRIPING SHALL MEET THE MOST UPDATED CALIFORNIA MUTCD STANDARDS.
- 2. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND INSTALLED AS SHOWN ON THE PLANS UNLESS DIRECTED OTHERWISE BY RE.
- 3. ALL SIGNS SHALL BE PLACED FLUSH TO THE POST (POST SHOULD NOT BE VISIBLE ABOVE THE SIGNS).
- 4. EACH SIGN ASSEMBLY INCLUDING POST, HARDWARE, SIGN PANEL, AND POST ANCHORAGE SHALL BE CONSIDERED ROADSIDE SIGN-ONE POST AND COMPLY WITH THE REQUIREMENTS OF SECTION 82-3 IN THE 2018 CALTRANS STANDARDS SPECIFICATIONS.
- 5. THE TOP-BOLT ON EACH SIGN WILL BE MOUNTED WITH MODEL #M2G-VP56N $\frac{3}{8}$ VANDAL PROOF NUT (OR APPROVED EQUAL).
- 6. REMOVE PAVEMENT MARKING BY GRINDING AS DIRECTED BY THE ENGINEER. A FOG SEAL COAT SHALL BE APPLIED ON GROUND AREAS.
- 7. ALL NEW SIGNS SHALL HAVE "PROPERTY OF TULARE COUNTY" PRINTED ON AN EMBLEM ON THE FRONT FACE AT THE BOTTOM AS SHOWN ON EMBLEM PLACEMENT DETAIL ON SHEET C1.
- 8. PAYMENT FOR DISABLED LANDING STRIPING SHALL BE INCLUDED IN THE PAYMENT FOR PAINT TRAFFIC STRIPE (2-COAT).

LEGEND (THIS SHEET ONLY):

- ②1 STRIPING DETAIL TYPE PER 2018 CALTRANS STANDARDS PLANS
- ②CY LADDER CROSSWALK PER 2018 CALTRANS STANDARD PLANS (YELLOW), SEE DETAILS ON SHEET C2
- STRIPING DETAIL LIMIT
- EXIST SIGN
- PAVEMENT MARKING WORDS PER 2018 CALTRANS STANDARD PLANS
- PROPOSED RRFB PER DETAIL ON SHEET C1
- PROPOSED ADVANCE FLASHING BEACON PER DETAIL ON SHEET C1
- PROPOSED SIGN



**JOHN J. DOYLE
ELEMENTARY SCHOOL**

NO.	REVISIONS	DATE	BY

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SIGNING AND STRIPING PLAN
**EAST ORANGE AVENUE PEDESTRIAN
CROSSING ENHANCEMENTS**
TULARE COUNTY

SCALE	1"=20'
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1PD001.DWG
DATE	09-29-2020
SHEET No.	



PD1
7 OF 9

CONSTRUCTION NOTES (THIS SHEET ONLY):

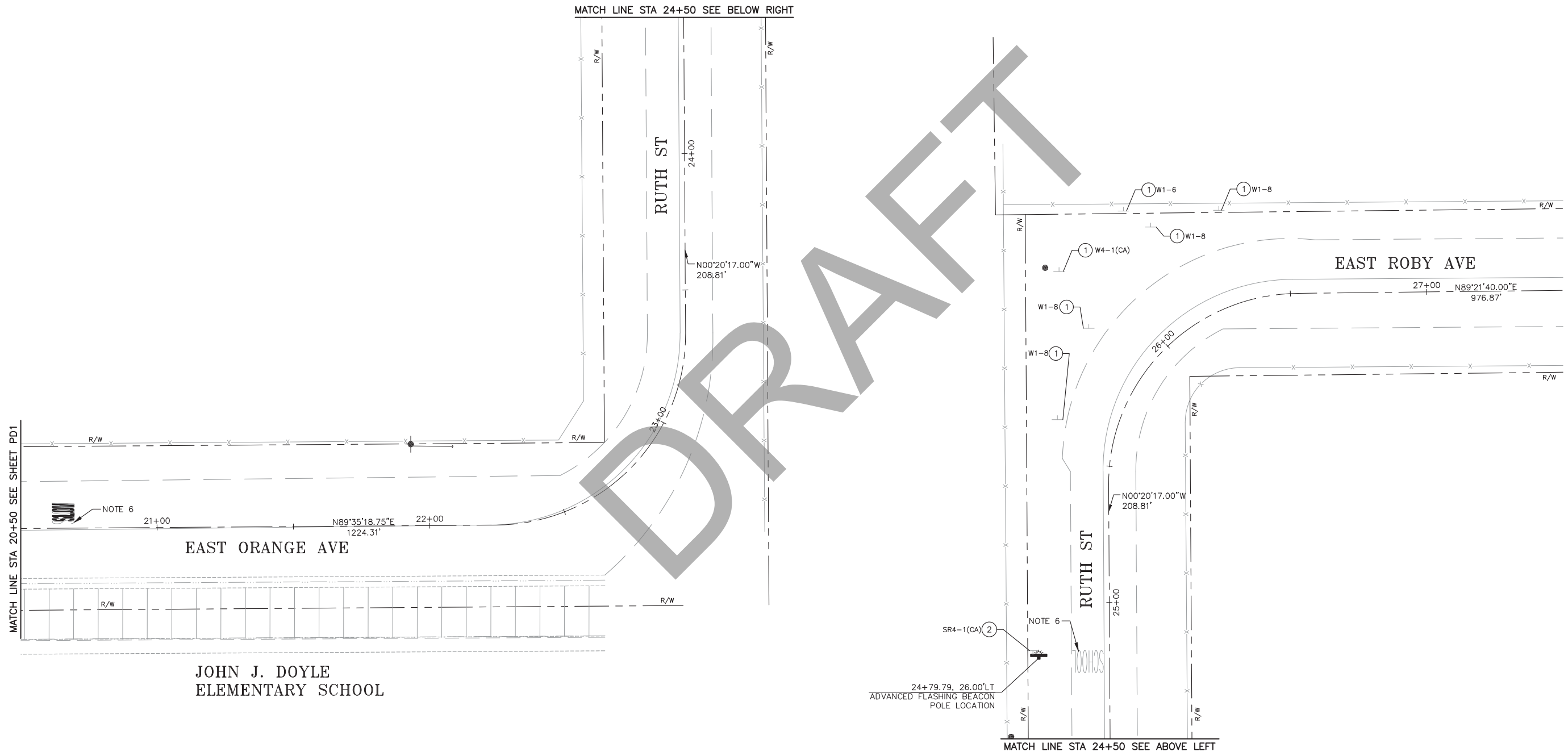
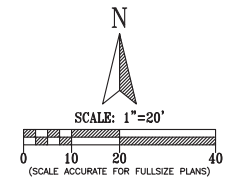
- ① PROTECT IN PLACE, SIGN NUMBER
- ② REMOVE ROADSIDE SIGN AND SALVAGE TO ENGINEER

SIGNING & STRIPING NOTES:

1. ALL PROPOSED SIGNS, PAVEMENT MARKINGS AND STRIPING SHALL MEET THE MOST UPDATED CALIFORNIA MUTCD STANDARDS.
2. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC AND INSTALLED AS SHOWN ON THE PLANS UNLESS DIRECTED OTHERWISE BY RE.
3. ALL SIGNS SHALL BE PLACED FLUSH TO THE POST (POST SHOULD NOT BE VISIBLE ABOVE THE SIGNS).
4. EACH SIGN ASSEMBLY INCLUDING POST, HARDWARE, SIGN PANEL, AND POST ANCHORAGE SHALL BE CONSIDERED ROADSIDE SIGN—ONE POST AND COMPLY WITH THE REQUIREMENTS OF SECTION 82-3 IN THE 2018 CALTRANS STANDARDS SPECIFICATIONS.
5. THE TOP-BOLT ON EACH SIGN WILL BE MOUNTED WITH MODEL #M2G-VP56N $\frac{5}{8}$ VANDAL PROOF NUT (OR APPROVED EQUAL).
6. REMOVE PAVEMENT MARKING BY GRINDING AS DIRECTED BY THE ENGINEER. A FOG SEAL COAT SHALL BE APPLIED ON GROUND AREAS.
7. ALL NEW SIGNS SHALL HAVE "PROPERTY OF TULARE COUNTY" PRINTED ON AN EMBLEM ON THE FRONT FACE AT THE BOTTOM AS SHOWN ON EMBLEM PLACEMENT DETAIL ON SHEET C1.

LEGEND (THIS SHEET ONLY):

- ⊕ EXIST SIGN
- ⊕ PROPOSED ADVANCE FLASHING BEACON PER DETAIL ON SHEET C1



JOHN J. DOYLE
ELEMENTARY SCHOOL

NO.	DESCRIPTION	DATE	BY

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SIGNING AND STRIPING PLAN
EAST ORANGE AVENUE PEDESTRIAN CROSSING ENHANCEMENTS
TULARE COUNTY

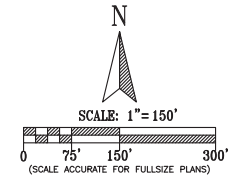
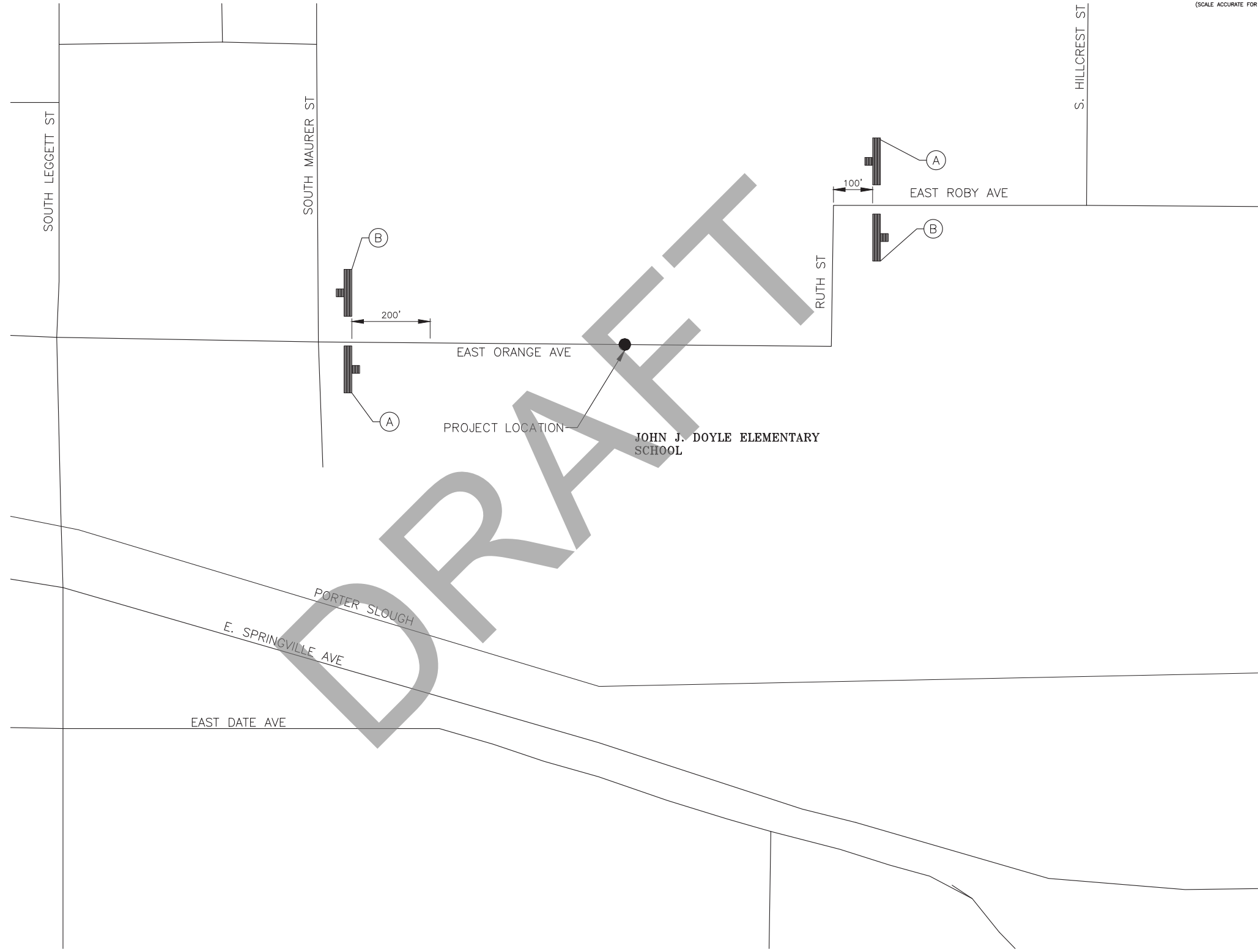
SCALE	1"=20'
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1PD001.DWG
DATE	09-29-2020
SHEET No.	



PD2
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CONSTRUCTION AREA SIGNS					
TYPE	CODE	MESSAGE	PANEL SIZE (IN X IN)	POST SIZE (IN X IN)	NO. SIGNS
(A)	C-23(CA)	ROAD WORK AHEAD	36 X 36	4 X 4	2
(B)	G20-2	END ROAD WORK	36 X 18	4 X 4	2

1. LOCATIONS TO BE APPROVED BY THE ENGINEER.
2. SIGNS SHALL BE FIELD ADJUSTED AS NECESSARY.



NO.	REVISIONS	DESCRIPTION	DATE	BY

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CONSTRUCTION AREA SIGN PLAN
**EAST ORANGE AVENUE PEDESTRIAN
 CROSSING ENHANCEMENTS**
 TULARE COUNTY

SCALE	1"=150'
DIVISION	DESIGN
JOB NO.	19014-1
DESIGNED	OP
DRAWN	OP
CHECKED	MJW
FILE	19014-1CAS001.DWG
DATE	09-29-2020

SHEET No.
CAS1
 9 OF 9