# RESOURCE MANAGEMENT AGENCY
## COUNTY OF TULARE
## AGENDA ITEM

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

**AGENDA DATE**: August 26, 2014

| | | | | |
|---|---|---|---|---|
| Public Hearing Required | Yes | ☐ | N/A | ☒ |
| Scheduled Public Hearing w/Clerk | Yes | ☐ | N/A | ☒ |
| Published Notice Required | Yes | ☐ | N/A | ☒ |
| Advertised Published Notice | Yes | ☐ | N/A | ☒ |
| Meet & Confer Required | Yes | ☐ | N/A | ☒ |
| Electronic file(s) has been sent | Yes | ☒ | N/A | ☐ |
| Budget Transfer (Aud 308) attached | Yes | ☐ | N/A | ☒ |
| Personnel Resolution attached | Yes | ☐ | N/A | ☒ |
| Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) | Yes | ☒ | N/A | ☐ |

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

**SUBJECT**: Authorization to Bid Road 108 Street Improvements Project

**REQUEST(S)**:

That the Board of Supervisors:

1. Adopt the Categorical Exemption prepared pursuant to the provisions of the California Environmental Quality Act (CEQA) for the Road 108 Street Improvements Project;

2. Authorize the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk;

3. Approve the Plans, Special Provisions, Proposal and Contract ("Bid Documents") for the construction of the Road 108 Street Improvements Project subject to review and approval as to from by County Counsel;

4. Authorize the Chairman of the Board of Supervisors to sign the Plans; and

5. Approve the advertisement for bids of the Road 108 Street Improvements Project.

**SUMMARY:**

The Road 108 Street Improvements Project will reconstruct approximately 1,600-feet of Road 108, starting at approximately 300-feet south of Avenue 336, and extending to approximately 1,300 feet north of Avenue 336. The completed roadway will consist of two 12-foot wide paved travel lanes and 4-foot wide graded shoulders, stabilized with decomposed granite.

**SUBJECT**: Authorization to Bid Road 108 Street Improvements Project
**DATE:** August 26, 2014

This project has been determined to be Categorically Exempt from California Environmental Quality Act (CEQA) requirements under Section 15301(c) of the CEQA guidelines. The Notice of Exemption will be filed with the Tulare County Clerk/Recorder.

Construction is anticipated to begin in October 2014 subject to right of way acquisition.

**FISCAL IMPACT/FINANCING:**

There is no net cost to the County General Fund.

The remaining project costs are estimated to total $410,000, which includes $370,000 in construction costs (includes a contingency of 5%), $20,000 in engineering costs, and $20,000 in construction management and engineering costs.

The project will be paid for through funds in Trust 560, which had a balance of $838,837.70 through March of 2014. The accumulated expenses, not yet applied to Trust 560, totaled $398,640.24 through March of 2014, leaving a remaining balance of $440,197.46 to be applied towards the engineering and construction of this project.

**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.

**ADMINISTRATIVE SIGN-OFF:**

8-9-14
Michael Bond, P.E. Date
Interim Assistant Director—Public Works

8-11-14
Michael C. Spata Date
Associate Director

MB:br

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachments: Attachment A - Vicinity Map
Attachment B - Categorical Exemption
Attachment C - Bid Documents (on file with the Clerk of the Board)

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

**IN THE MATTER OF AUTHORIZATION TO BID ROAD 108 STREETS IMPROVEMENTS PROJECT** ) **Resolution No. _____**

UPON MOTION OF SUPERVISOR _____, SECONDED BY SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 26, 2014, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * * * * * * * * * * * * * * * *

1. Adopted the Categorical Exemption prepared pursuant to the provisions of the California Environmental Quality Act (CEQA) for the Road 108 Street Improvements Project;

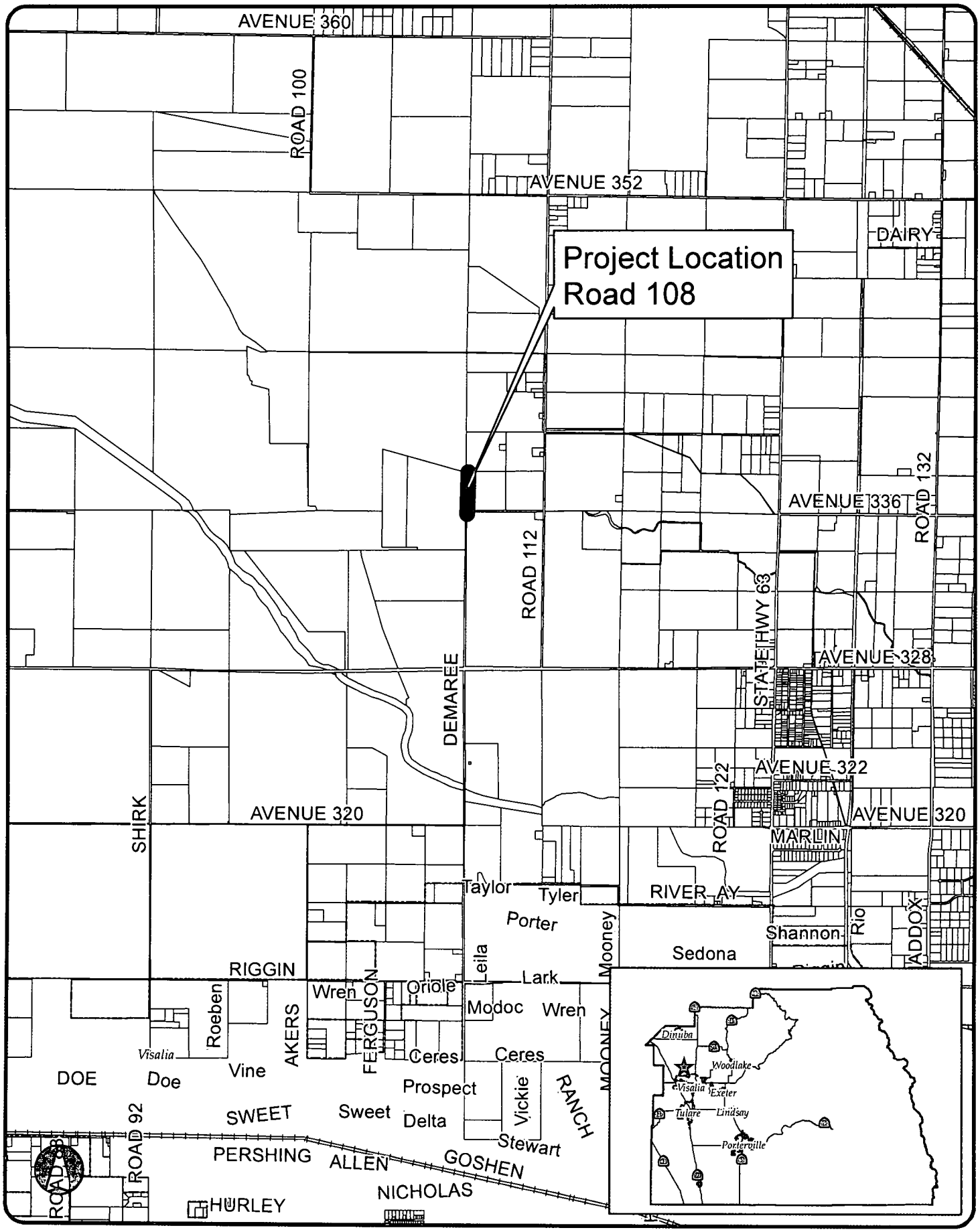
2. Authorized the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk;

3. Approved the Plans, Special Provisions, Proposal and Contract ("Bid Documents") for the construction of the Road 108 Street Improvements Project subject to review and approval as to from by County Counsel;

4. Authorized the Chairman of the Board of Supervisors to sign the Plans; and

5. Approved the advertisement for bids of the Road 108 Street Improvements Project.

# Attachment A – Vicinity Map


AVENUE 360
ROAD 100
AVENUE 352
DAIRY
Project Location
Road 108
AVENUE 336
ROAD 132
ROAD 112
STATE HWY 63
AVENUE 328
DEMAREE
ROAD 122
AVENUE 322
AVENUE 320
SHIRK
AVENUE 320
MARLIN
RIVER AY
Taylor
Tyler
Porter
Mooney
Shannon
Rio
ADDOX
Sedona
RIGGIN
Leila
Lark
Wren
Oriole
Modoc
Wren
Roeben
AKERS
FERGUSON
Visalia
Ceres
Ceres
Vine
DOE
Doe
Prospect
Vickie
RANCH
SWEET
Sweet
Delta
Stewart
ROAD 92
PERSHING
ALLEN
GOSHEN
NICHOLAS
HURLEY
Dinuba
Woodlake
Visalia
Exeter
Tulare
Lindsay
Porterville
0
0.5
1
Miles
Road 108 Street Improvements Project
Attachment A

# Attachment B – Categorical 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, California 93291

**Lead Agency:** Tulare County Resource Management Agency
5961 South Mooney Blvd.
Visalia, Ca 93277

**Applicant(s):** Tulare County Public Works
5961 South Mooney Boulevard
Visalia, CA 93277

**Project Title:** Reconstruct segment of Road 108

**Project Location - Specific:** Road 108 in the vicinity of Avenues 328 and 336 in Tulare County, CA

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

**Project Location - City:** N/A **Project Location - County:** Tulare

**Description of Nature, Purpose, and Beneficiaries of Project:**

The Project consists of reconstructing approximately 1,600 feet of Road 108. The project will begin approximately 300 feet south of Avenue 336 and extend approximately 1,300 feet north of Avenue 336. The completed roadway will consist of two 12-foot wide paved travel lanes and 4-foot wide graded shoulders, stabilized with decomposed granite. Construction is anticipated to begin in the Fall 2014. Thus, this project will provide a public benefit by improving safety and security of the public by improving the transportation infrastructure for the general population in the region and motorists using these facilities.

**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:** Benjamin Ruiz, Engineer IV **Area Code/Telephone:** 559-624-7134

Signature: _____ Date: 7/31/14 Title: Chief Environmental Planner
Hector Guerra

Signature: _____ Date: 7.31.14 Title: Environmental Assessment Officer
Michael C. Spata

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received for filing at OPR: _____
Date filed with the Tulare County Clerk: _____

**Attachment C - Bid Documents**

(on file with the Clerk of the Board)

SERIAL NO._____

# COUNTY OF TULARE

STATE OF CALIFORNIA

# SPECIAL PROVISIONS PROPOSAL AND CONTRACT

FOR CONSTRUCTION OF

# ROAD 108 STREET IMPROVEMENTS

# COUNTY OF TULARE

STATE OF CALIFORNIA

# SPECIAL PROVISIONS PROPOSAL AND CONTRACT

FOR CONSTRUCTION OF

# ROAD 108 STREET IMPROVEMENTS

APPROVED:_____ DATE:_____

Michael Bond, P.E.
Interim Assistant Director - Public Works
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:_____

Jimmy Yamakawa, P.E.
Project Manager
Tulare County Resource Management Agency

For use in connection with the 2010 Standard Specifications
of the Department of Transportation of the State of California

# ROAD 108 STREET IMPROVEMENTS CONSTRUCTION PROJECT AND SPECIAL PROVISIONS

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COUNTY OF TULARE

**STATE OF CALIFORNIA**

# NOTICE TO BIDDERS

Complete, signed, sealed bid proposals for the work shown on the plans entitled:

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

**ROAD 108 STREET IMPROVEMENTS PROJECT**

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, until **2:00 pm on Wednesday, September 17, 2014**, at which time they will be publicly opened and read at said location.

General work description: The work to be done consists, in general of the construction of an asphalt concrete roadway approximately 24 feet wide by 1,500 feet long and stabilize the shoulder with decomposed granite and other such details, not mentioned above that are required by the plans. 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 a local and State funded project with an estimated project cost of approximately $350,000.

Complete the work within 25 days.

Plans, specifications, and proposal forms for bidding this project can only be obtained at the Resource Management Agency-Permit Center, 5961 South Mooney Boulevard, Visalia, CA 93277; Telephone (559) 624-7000, office hours 9 AM-4:30 PM, Mon-Thurs (closed Fri.). There is a non-refundable fee of $25.00 per set of documents with a serial number. An unofficial set of Plans, Specifications, and all pertinent documents are available for download at the County's website at the following address:

http://www.tularecounty.ca.gov/rma/index.cfm/public-works/public-works-projects/

**Remove perforated "Proposal" Section from this Special Provisions package. 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 proposal forms at 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, plan holders list, and relevant information will be available at the County's website as mentioned above. Addendums will also be provided to contractors on the plan holders list via the information provided by the contractor on the plan holders 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 Jimmy Yamakawa, P.E. at the Resource Management Agency, 5961 S. Mooney Blvd, Visalia CA 93277 or at jyamakaw@co.tulare.ca.us. **No questions shall be accepted within five working days of the bid opening (Questions shall be received by 5:00pm Wednesday September 10, 2014).** All questions and responses will be continuously posted on the County website.

**A prebid meeting is scheduled for 2:00 pm, Wednesday September 10, 2014, at the main Resource Management Agency conference room at 5961 S. Mooney Blvd. Visalia, CA 93277. 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 agreements to prosecute the work. Bidders are advised that, unless otherwise stated, the contract price will be full compensation 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 proposal shall be accompanied by a bidder's bond, or by a certified check or cashier's check, in the amount of ten percent (10%) of the amount bid or the bid will be considered unresponsive.

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.

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

The successful bidder must provide the performance bond, payment bond, workers compensation certificate, and liability insurance policy required by the Special Provisions and contract. Five million dollars ($5,000,000) liability coverage is required for this project.

Substitution for 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 with the Clerk of the Board of Supervisors and will be made available to any interested person on request. Also, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. 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.

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.

All bidders are invited to attend the bid opening. 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, 2010 Edition, as amended by the project Special Provisions, unless the Board of Supervisors exercises its right to reject any or all bids.

By order of the Board of Supervisors.

JEAN M. ROUSSEAU
County Administrative Officer/
Clerk, Board of Supervisors.

By Original Signed

Deputy

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# DIVISION I GENERAL PROVISIONS

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## 1 GENERAL

**Add to Section 1-1.01:**

The work embraced herein must be done under the 2010 Standard Specifications (hereafter referred to as the "Standard Specifications"), as amended by these Special Provisions, the 2010 Standard Plans (hereafter referred to as the "Standard Plans"), of the Department of Transportation of the State of California, the project plans described below, and under the following Special Provisions.

For the purpose of this contract, the following terms or pronouns in place of them, used throughout the Standard Specifications and these Special Provisions and defined in Section 1, Definitions, of the Standard Specifications, shall be interpreted as follows:

| TERM | INTERPRETATION |
|---|---|
| State, or Department or Department of Transportation, or Division of Highways, or Director, Deputy Director Transportation Engineering | The Tulare County Board of Supervisors, except when used only to identify a State Form or Document. |
| Deputy Director Transportation Engineering Designee, or District Director | County Administrative Officer |
| Engineer, Chief Engineer, or State Highway Engineer | Tulare County Director of the Resource Management Agency/Director of Transportation, or designee and authorized agents acting within the scope of their authority. |
| County | Tulare County Resource Management Agency |

The project plans for this project were approved August 26, 2014, and are entitled:

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

**ROAD 108 STREET IMPROVEMENTS PROJECT**

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. Proposal

3.5. Contract

4. One Compact Disk (CD) with Adobe PDF versions of full size and half size plans and Special Provisions, Proposal 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.

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# 2 BIDDING

**Replace Section 2-1.06 with the following:**

## 2-1.06 BID DOCUMENTS

### 2-1.06A General

*Standard Specifications* and *Standard Plans* may be viewed at the Caltrans Web site and may be purchased at the Publication Distribution Unit.

The *Special Provisions Proposal and Contract* and project plans may be viewed and at the Resource Management Agency, 5961 South Mooney Boulevard, Visalia, CA 93277 and at the County's Web site:

http://www.tularecounty.ca.gov/rma/index.cfm/public-works/public-works-projects/

The *Special Provisions Proposal and Contract* books may be ordered at the Resource Management Agency, 5961 South Mooney Boulevard, Visalia, CA 93277.

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

### 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* is available you may view it at the County Web site.

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 bridge dimensions, verify the field dimensions and adjust dimensions of the work to fit existing conditions.

**Replace Section 2-1.33A with the following:**

### 2-1.33A General

Complete forms in the *Proposal*. Submit the forms with your bid.

On the Subcontractor List, submit the percentage of each bid item subcontracted with your bid.

**Replace Section 2-1.34 with the following:**

## 2-1.34 BIDDER'S SECURITY

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cashier's check
2. Certified check
3. Bidder's bond signed by a surety insurer who is licensed in California

If using a bidder's bond, you must use the form in the *Proposal*.

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# 3 CONTRACT AWARD AND EXECUTION

**Replace all of Section 3 with:**

## 3-1.01 AWARD OF CONTRACT

The County reserves the right to reject any or all proposals, or waive any discrepancy in a proposal. The decision of the County regarding the amount of a bid, or existence or treatment of a discrepancy in a bid will be final. The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within **180** days after the opening of proposal. This period may be subject to an extension for such further period as may be agreed upon in writing between the County 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.

The following failures are not waiveable 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
3. Failure to include a total amount of the bid
4. Failure to submit a completed addenda certification statement
5. Failure to be on the planholders list

The above list is not inclusive of all failures that the County will consider non-responsive; however the County reserves the right to waive other types of discrepancies or failures. The County's 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 **five (5) days**, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice from the Agency that the contract is scheduled for award by the Board of Supervisors.

Bid Protests must be filed in writing with the Assistant Director – Public Works, Resource Management Agency, 5961 S. Mooney Boulevard, Visalia, CA 93277 after the bid opening but the day before award of the contract by the Board of Supervisors. The protestor must file a detailed written statement of the grounds for the protest at the time the bid protest is made. Upon receipt of a protest, the Assistant Director – Public Works will inform the protestor in writing of the time and place that the Board of Supervisors will hear the protest.

## 3-1.02 BONDS

You must file with the signed contract two bonds, these bonds must be 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. They must be maintained by you, at your expense, during the entire term of the contract.

A Performance Bond must be furnished 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.

A Payment Bond must be furnished 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 Section 3247-3248 of the Civil Code of the State of California. The life of the Payment Bond must extend to 30 days after notice of completion is recorded.

All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, must be issued by an admitted surety insurer. The Bid Bond; Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. **The Payment, Bid and Performance 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 unrevoked attorney-in-fact must accompany the bid certifying an agent to issue the performance bond and the materials and labor bond.

The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. 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 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code 173.

### 3-1.03 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

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)**

### 3-1.04 CONTRACT EXECUTION

The successful bidder must sign the *Contract* form.

Deliver to the Engineer:

1. Signed *Contract* form (6 signed originals). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license 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 3247 through 3252, 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 state Contractor's license required to perform the work under this Contract. A copy of your license is sufficient.

The Engineer must receive these documents before the 5th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

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

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# 4 SCOPE OF WORK

**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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# 5 CONTROL OF WORK

**Delete Section 5-1.09 PARTNERING**

**Replace Section 5-1.26 with:**

## 5-1.26 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.

It is the contractor's responsibility to perform staking accurately per plans before the engineer is requested to verify grades. If the county survey crew has to visit site to check the same grades more than once due to contractor error, the contactor shall compensate County for survey crew time.

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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency.

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 Section 5-1.28 with:**

**5-1.28 UTILITIES**

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.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 6 CONTROL OF MATERIALS

**Add to Section 6-2.01:**

Materials produced by convict labor may not be used on this project.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**Add to the second paragraph of Section 7-1.02K(2):**

3. At the Clerk of the Board of Supervisors

**Delete the following from Section 7-1.02K(3):**

You may submit certified payroll records electronically to the mailbox address that corresponds to the district in which the work is located. The districts' electronic mailbox addresses are as shown in the following table:

**Electronic Mailboxes**

| District | Address |
|---|---|
| 1 | district1.payrolls@dot.ca.gov |
| 2 | district2.payrolls@dot.ca.gov |
| 3 | district3.payrolls@dot.ca.gov |
| 4 | district4.payrolls@dot.ca.gov |
| 5 | district5.payrolls@dot.ca.gov |
| 6 | district6.payrolls@dot.ca.gov |
| 7 | district7.payrolls@dot.ca.gov |
| 8 | district8.payrolls@dot.ca.gov |
| 9 | district9.payrolls@dot.ca.gov |
| 10 | district10.payrolls@dot.ca.gov |
| 11 | district11.payrolls@dot.ca.gov |
| 12 | district12.payrolls@dot.ca.gov |

Before submitting the payroll records electronically, you must complete and sign the Contractor's Acknowledgement and submit it to the district's electronic mailbox address.

The Department responds with an e-mail containing a Caltrans Internet Certificate to be used for the electronic submission of payroll records. When you accept the certificate and reply to the e-mail, the Department is ready to accept your electronic submissions.

Each electronic submission must:

1. Include certified payroll records in a non-modifiable pdf format. No spreadsheets, Microsoft Word documents, or password-protected documents are accepted.
2. Include a signed *Statement of Compliance* form with each weekly record.
3. Be received by the Department by close of business on the 15th day of the month for the prior month's work.
4. Be encrypted before submission.
5. Contain the following information in the subject line:
   5.1. Contract number.
   5.2. Week ending date as W/E mm/dd/yy.
6. Contain 1 contract number and week ending date per submission.

For additional information on electronic submission of certified payroll records, go to the Department's Labor Compliance Web site.

**Replace Section 7-1.05 with:**

**7-1.05 INDEMNIFICATION**

Hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with, the performance by Contractor or its agents, officers and employees under this Contract or also referred to as this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against the County alleging civil rights violations by you under Government Code sections 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties imposed on County for your failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term or termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**Replace Section 7-1.06 with:**

**7-1.06 INSURANCE**

The insurance coverage for this project must meet the requirements set forth as follows:

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable. Additional insured endorsements required as outlined shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not 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). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.

1. Minimum Scope & Limits of Insurance
   - 1.1. Coverage at least as broad as Commercial General Liability Insurance of $5,000,000 combined single limit per occurrence. If the annual aggregate applies it must be $5,000,000 or higher. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
   - 1.2. Comprehensive Automobile Liability Insurance of $1,000,000 per occurrence for bodily injury and property damage. If the annual aggregate applies it must be no less than $2,000,000
   - 1.3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
2. Specific Provisions of the Certificate
   - 2.1. The General Liability and Automobile Liability policies are to be endorsed to contain the following provisions:
     - 2.1.1 *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.*
     - 2.1.2 *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.*
     - 2.1.3 *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*

2.1.4 *If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the 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.*

2.2. 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:

2.2.1 *Waiver of Subrogation. 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.*

3. Deductibles and Self-Insured Retentions

3.1. The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

4. Acceptability of Insurance

4.1. 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.

5. Verification of Coverage

5.1. Prior to approval of this Agreement 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.

**Replace the 15th paragraph beginning with "The Department reimburses you 80 cents per hour..." in Section 7-1.11D with:**

Comply with Section 7-1.11. Full compensation for conforming to the requirements of the Federal Training Program shall be considered as included in the lump sum cost for Mobilization and no additional compensation will be included therefor.

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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. 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 10 working days of the Engineer's written request.

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# 9 PAYMENT

**Replace the twelfth paragraph beginning with "For these payments, interest starts to accrue..." in Section 9-1.03 with:**

For these payments, interest starts to accrue 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 7 days of receipt of each progress payment under Pub Cont Code §§ 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.

**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 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the County pays the amount due within 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 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 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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# DIVISION II GENERAL CONSTRUCTION

## 12 TEMPORARY TRAFFIC CONTROL

**Add 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. Payment for the traffic control plan is included in the traffic control system.

**Replace section 12-1.03 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.

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## 13 WATER POLLUTION CONTROL

**Add following 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 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.

**Add to section 13-2.01A:**

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

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 14 ENVIRONMENTAL STEWARDSHIP

**Add following the last paragraph of Section 14-1.01:**

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 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 is no filing fees required for this 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:

http://www.co.tulare.ca.us/government/solid_waste/construction_n_demolition/default.asp

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 14-11.02A with:**

**14-11.02A Removal of Asbestos and Hazardous Substances**

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

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and you will be compensated for the delay in conformance with the provisions in Section 8-1.07.

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# DIVISION III GRADING

## 19 EARTHWORK

**Add to section 19-1.01A:**

Earthwork activities include developing a water supply, and finishing the roadway. Comply with sections 17-2, and 22.

**Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:**

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

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# DIVISION IV SUBBASES AND BASES

## 26 AGGREGATE BASES

**Replace the second paragraph in section 26-1.03D with:**

The finish AB surface must not vary more than 0.05 foot from the grade established.

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# DIVISION V SURFACING AND PAVEMENTS

## 39 HOT MIX ASPHALT

**Add to section 39-1.01A:**

Produce and place HMA Type A under the Standard construction process.

**Add to section 39-1.02C:**

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

**Add to section 39-1.02E:**

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

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# DIVISION X MATERIALS

## 90 CONCRETE

**Add to section 90-2.02B:**

You may use rice hull ash as an SCM. Rice hull ash must comply with AASHTO M 321 and the chemical and physical requirements shown in the following tables:

| Chemical property | Requirement (percent) |
|---|---|
| Silicon dioxide ($SiO_2$)[a] | 90 min |
| Loss on ignition | 5.0 max |
| Total alkalies as $Na_2O$ equivalent | 3.0 max |

| Physical property | Requirement |
|---|---|
| Particle size distribution<br>Less than 45 microns<br>Less than 10 microns | <br>95 percent<br>50 percent |
| Strength activity index with portland cement[b]<br>7 days<br>28 days | <br>95 percent (min percent of control)<br>110 percent (min percent of control) |
| Expansion at 16 days when testing project materials under ASTM C 1567[c] | 0.10 percent max |
| Surface area when testing by nitrogen adsorption under ASTM D 5604 | 40.0 $m^2/g$ min |

[a]$SiO_2$ in crystalline form must not exceed 1.0 percent.
[b]When tested under AASHTO M 307 for strength activity testing of silica fume.
[c]In the test mix, Type II or V portland cement must be replaced with at least 12 percent rice hull ash by weight.

For the purpose of calculating the equations for the cementitious material specifications, consider rice hull ash to be represented by the variable *UF*.

# REVISED STANDARD SPECIFICATIONS
# DATED 04-19-13

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 a revision to the *Standard Specifications* 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

04-19-13

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

04-20-12

most recent

**Add to the 4th paragraph of section 1-1.05:**

04-20-12

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate a revised standard specification for the section does not exist.

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

04-19-13

| | |
|---|---|
| LCS | Department's lane closure system |
| POC | pedestrian overcrossing |
| QSD | qualified SWPPP developer |
| QSP | qualified SWPPP practitioner |
| TRO | time-related overhead |
| WPC | water pollution control |

06-20-12

**Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.**

10-19-12

**Delete "Contract completion date" and its definition in section 1-1.07B.**

10-19-12

**Delete "critical delay" and its definition in section 1-1.07B.**

**Replace "day" and its definition in section 1-1.07B with:**

10-19-12

**day:** 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
   - 2.1. Saturday and holiday.
   - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
     - 2.2.1. Adverse weather-related conditions.
     - 2.2.2. Maintaining traffic under the Contract.
     - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
     - 2.2.4. Unanticipated event not caused by either party such as:
       - 2.2.4.1. Act of God.
       - 2.2.4.2. Act of a public enemy.
       - 2.2.4.3. Epidemic.
       - 2.2.4.4. Fire.
       - 2.2.4.5. Flood.
       - 2.2.4.6. Governor-declared state of emergency.
       - 2.2.4.7. Landslide.
       - 2.2.4.8. Quarantine restriction.
     - 2.2.5. Issue involving a third party, including:
       - 2.2.5.1. Industry or area-wide labor strike.
       - 2.2.5.2. Material shortage.
       - 2.2.5.3. Freight embargo.
       - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
       - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
   - 2.3. Day during a concurrent delay.
3. **original working days:**
   - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non–cost plus time based bid.
   - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

**Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:**

10-19-12

work

**Replace "excusable delay" and its definition in section 1-1.07B with:**

10-19-12

**delay:** Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
   - 1.1. Change in the work
   - 1.2. Department action that is not part of the Contract
   - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified

1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
1.5. Department's failure to obtain timely access to the right-of-way
1.6. Department's failure to review a submittal or provide notification in the time specified

2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
   3.1. Critical delay
   3.2. Delay to a controlling activity caused by you
   3.3. Non–working day

**Replace "project" in the definition of "scheduled completion date" in section 1-1.07B with:**

10-19-12

work

**Add to section 1-1.07B:**

10-19-12

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

06-20-12

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

**Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:**

04-20-12

703 B ST

**Add to the table in section 1-1.11:**

01-20-12

| | | | |
|---|---|---|---|
| Office Engineer–All Projects Currently Advertised | http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php | -- | -- |

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## 2 BIDDING

10-19-12

**Replace the 3rd paragraph of section 2-1.06B with:**

01-20-12

If an *Information Handout* or cross sections are available:

1. You may view them at the Contract Plans and Special Provisions link at the Office Engineer–All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

01-20-12

**Add a paragraph break between the 1st and 2nd sentences of the 5th paragraph of section 2-1.06B.**

**Add between "and" and "are" in item 2 in the list in the 7th paragraph of section 2-1.06B:**

they 04-20-12

**Delete "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 2-1.12B.** 06-20-12

**Delete *U* in *UDBE* at each occurrence in section 2-1.12B.** 06-20-12

**Replace the 2nd paragraph of section 2-1.12B(1) with:**

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs. 06-20-12

**Delete the 3rd paragraph of section 2-1.12B(1):** 06-20-12

**Replace the 7th paragraph of section 2-1.12B(1) with:**

All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal. 06-20-12

**Replace "offered" at the end of the 2nd sentence of item 7 in the list of 2nd paragraph of section 2-1.12B(3) with:**

provided 06-20-12

**Delete the 2nd paragraph of section 2-1.33A.** 01-20-12

**Replace the 3rd paragraph of section 2-1.33A with:**

Except for each subcontracted bid item number and corresponding percentage and proof of each required SSPC QP certification, do not fax submittals. 01-20-12

**Add to section 2-1.33C:**

On the *Subcontractor List*, you must either submit each subcontracted bid item number and corresponding percentage with your bid or email the percentage to the contact person on the Notice to Bidders within 24 hours after bid opening. Failure to do so results in a nonresponsive bid. 10-19-12

**Replace the paragraph in section 2-1.35 with:**

Submit proof of each required SSPC QP certification with your bid or emailing the contact person on the Notice to Bidders before 4:00 p.m. on the 2nd business day after bid opening. Failure to do so results in a nonresponsive bid. 01-20-12

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 3 CONTRACT AWARD AND EXECUTION

10-19-12

**Add to the end of section 3-1.04:**

10-19-12

You may request to extend the award period by emailing a request to the contact person on the Notice to Bidders before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

**Replace the paragraph in section 3-1.11 with:**

10-19-12

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

**Replace section 3-1.13 with:**

07-27-12

**3-1.13 FORM FHWA-1273**

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

**Add to item 1 in the list in the 2nd paragraph of section 3-1.18:**

07-27-12

, including the attached form FHWA-1273

10-19-12

**Delete item 4 of the 2nd paragraph of section 3-1.18.**

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 5 CONTROL OF WORK

10-19-12

**Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:**

10-19-12

and 100 or more working days

**Add to the list in the 4th paragraph of section 5-1.09A:**

10-19-12

9. Considering discussing with and involving all stakeholders in evaluating potential VECPs

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

10-19-12

, including VECPs

**Replace the 1st paragraph of section 5-1.09C with:**

10-19-12

For a contract with a total bid over $10 million and 100 or more working days, training in partnering skills development is required.

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

10-19-12

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

field supervisory personnel

10-19-12

**Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with:**

06-20-12

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date.

**Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with:**

30

06-20-12

**Replace "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 5-1.13B(2) with:**

Performance of

06-20-12

**Delete *U* in *UDBE* at each occurrence in section 5-1.13B(2).**

06-20-12

**Replace the 3rd paragraph of section 5-1.13B(2) with:**

06-20-12

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Department.

**Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:**

06-20-12

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

**Add to the list in the 4th paragraph of section 5-1.13B(2):**

06-20-12

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. Department determines other documented good cause.

**Add between the 4th and 5th paragraphs of section 5-1.13B(2):**

07-20-12

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department 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. 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 DBE to you regarding the request

**Add between "terminated" and ", you" in the 5th paragraph of section 5-1.13B(2):**

07-20-12

or substituted

**Replace "Contract" in item 1 in the list in the 5th paragraph of section 5-1.13C with:**

10-19-12

work

**Replace "Reserved" in section 5-1.20C with:**

10-19-12

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

**Add between the 2nd and 3rd paragraphs of section 5-1.23A:**

10-19-12

Submit action and informational submittals to the Engineer.

**Add to section 5-1.36C:**

07-20-12

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

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

**Add between the 1st and 2nd paragraphs of section 5-1.37A:**

10-19-12

Do not remove any padlock used to secure a portion of the work until the Engineer is present to replace it. Notify the Engineer at least 3 days before removing the lock.

**Replace the 1st sentence of the 1st paragraph of section 5-1.39C(2) with:**

10-19-12

Section 5-1.39C(2) applies if a plant establishment period of 3 years or more is shown on the *Notice to Bidders*.

**Replace "working days" in the 1st paragraph of section 5-1.43E(1)(a) with:**

original working days 10-19-12

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 6 CONTROL OF MATERIALS

04-19-13

**Replace section 6-2.05C with:**

**6-2.05C Steel and Iron Materials** 04-19-13

Steel and iron materials must be melted and manufactured in the United States 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
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the United States may be used if authorized

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.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

07-27-12

**Replace "20 days" in the 14th paragraph of section 7-1.04 with:**

25 days 09-16-11

**Replace "90 days" in the 14th paragraph of section 7-1.04 with:**

125 days 09-16-11

**Add between the 18th and 19th paragraphs of section 7-1.04:**

09-16-11

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

**Replace the 2nd paragraph of section 7-1.11A with:**

07-27-12

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the *Standard Specifications*. If a number of trainees or apprentices are required, the Department shows the number on the *Notice to Bidders*. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

**FHWA-1273 Nondiscrimination Clauses**

| FHWA-1273 section | FHWA-1273 clause | Department clause |
|---|---|---|
| Training and Promotion | In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. | If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph. |
| Records and Reports | If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. | If the Contract requires on-the-job training, collect and report training data. |

**Replace the form in section 7-1.11B with:**

07-20-12

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 8 PROSECUTION AND PROGRESS

10-19-12

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

original working days 10-19-12

**Replace "working days" at each occurrence in the 1st paragraph of section 8-1.02C(1) with:**

original working days 10-19-12

**Delete the 4th paragraph of section 8-1.02C(1).** 04-20-12

**Replace "Contract" in the 9th paragraph of section 8-1.02C(1) with:**

work 10-19-12

**Replace the 1st paragraph of section 8-1.02C(3)(a) with:**

Submit a description of your proposed schedule software for authorization. 04-20-12

**Delete the last paragraph of section 8-1.02C(3)(a).** 04-20-12

**Replace section 8-1.02C(3)(b) with:**

**8-1.02C(3)(b) Reserved** 10-19-12

**Delete the 3rd paragraph of section 8-1.02C(5).** 04-20-12

**Replace "Contract" in the last paragraph of section 8-1.02C(5) with:**

original 10-19-12

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

original working days 10-19-12

**Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:**

8-1.02C(1) 01-20-12

**Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:**

10-19-12

work

**Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:**

10-19-12

work

**Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:**

10-19-12

work completion

**Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:**

10-19-12

original working days

04-20-12

**Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).**

**Replace the last paragraph of section 8-1.04B with:**

10-19-12

The Department does not adjust time for starting before receiving notice of Contract approval.

**Replace the 1st paragraph of section 8-1.05 with:**

10-19-12

Contract time starts on the last day specified to start job site activities in section 8-1.04 or on the day you start job site activities, whichever occurs first.

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

10-19-12

Complete the work within the Contract time.

10-19-12

**Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05.**

**Replace the headings and paragraphs in section 8-1.06 with:**

10-19-12

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

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

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

**Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:**

10-19-12

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

**Add to the end of section 8-1.07C:**

10-19-12

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

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

10-19-12

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

**Replace "8-1.08B and 8-1.08C" in the 1st paragraph of section 8-1.10A with:**

08-05-11

8-1.10B and 8-1.10C

**Replace section 8-1.10D with:**

10-19-12

**8-1.10D Reserved**

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 9 PAYMENT

01-18-13

**Replace item 1 in the 3rd paragraph of section 9-1.03 with:**

01-18-13

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

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

10-19-12

for

**Add to the end of section 9-1.04A:**

10-19-12

For nonsubcontracted work paid by force account for a contract with a TRO bid item, the markups are those shown in the following table instead of those specified in sections 9-1.04B–D:

| Cost | Percent markup |
|---|---|
| Labor | 30 |
| Materials | 10 |
| Equipment rental | 10 |

04-20-12

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

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

04-20-12

*Qh* = *HMATT* x *Xa*

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

04-20-12

total weight of HMA

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

04-20-12

*Qrh* = *RHMATT* x 0.80 x *Xarb*

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

04-20-12

total weight of rubberized HMA

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

04-20-12

**Hot Mix Asphalt with Modified Asphalt Binder**

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

04-20-12

HMA with

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

04-20-12

*Qmh* = *MHMATT* x [(100 - *Xam*) / 100] x *Xmab*

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

04-20-12

total weight of HMA

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

04-20-12

*Qrap* = *HMATT* x *Xaa*

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

04-20-12

total weight of HMA

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

The quantity of extender oil is included in the quantity of asphalt. 04-20-12

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

**9-1.11A General** 10-19-12

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

**9-1.11B Payment Quantity**

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

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

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

**9-1.11C Payment Inclusions**

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

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

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

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

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

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

1. The home-office overhead expenses specifically related to:
   1.1. Your other contracts or other businesses
   1.2. Equipment coordination
   1.3. Material deliveries
   1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract

3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

**9-1.11D Payment Schedule**

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

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

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

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

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

**9-1.11E Payment Adjustments**

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

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

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

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

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

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

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

10-19-12

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

**Replace "2014" in the 1st paragraph of section 9-1.16F with:**

10-19-12

2020

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

10-19-12

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

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

proposed 10-19-12

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# DIVISION II GENERAL CONSTRUCTION

## 10 GENERAL

04-19-13

**Replace the headings and paragraphs in section 10 with:**

04-19-13

### 10-1 GENERAL

**10-1.01 GENERAL**

Section 10 includes general specifications for general construction work.

**10-1.02 WORK SEQUENCING**

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

**10-1.03 TIME CONSTRAINTS**

Reserved

**10-1.04 TRAINING AND MEETINGS**

Training and meetings are held at times and locations you and the Engineer agree to.

**10-1.05–10-1.10 RESERVED**

### 10-2 SUSTAINABLE DESIGN REQUIREMENTS

**10-2.01 GENERAL**

**10-2.01A General**

Reserved

**10-2.01B–10-2.01H Reserved**

**10-2.02 *CALGREEN* TIER 1**

**10-2.02A–10-2.02H Reserved**

**10-2.03 LEED**

**10-2.03A–10-2.03H Reserved**

### 10-3–10-5 RESERVED

### 10-6 JOB SITE WATER CONTROL

**10-6.01 GENERAL**

Section 10-6 includes specifications for controlling water to provide a dry working area at the job site.

**10-6.02 WATER-FILLED COFFERDAM**

Reserved

**10-6.03–10-6.10 RESERVED**

### 10-7–10-20 RESERVED

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 12 TEMPORARY TRAFFIC CONTROL

04-19-13

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

10-19-12

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

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

10-19-12

work

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

04-19-13

or Alternating Diamond

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

10-19-12

work

**Replace the 3rd through 5th paragraphs of section 12-4.03 with:**

04-19-13

Submit closure schedules using the Department's Internet-based LCS program to show the locations and times of the proposed closures.

The Department provides LCS training. Request LCS training at least 30 days before submitting the 1st lane closure request. The Department provides the training within 15 days after your request. The training may be web based.

Except for web-based training, the training is held at a time and location you and the Engineer agree to.

For web-based training, the Engineer provides you the website address to access the training.

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

Each representative must maintain a unique password and current user information in the LCS.

You will be notified through LCS of unauthorized closures or closures that require coordination with other parties as a condition for authorization.

Submit closure schedule amendments using LCS, including adding additional closures, by noon at least 3 business days before a planned closure. Authorization of amendments will be at the discretion of the Engineer.

Cancel closure requests using LCS at least 48 hours before the time of the closure.

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

10-19-12

The contingency plan must identify the operations, equipment, processes, and materials that may fail and delay a reopening of a closure to traffic. List the additional or alternate equipment, materials, or workers necessary to ensure continuing operations and on-time opening of closures whenever a problem occurs.

If the additional or alternate equipment, materials, or workers are not on site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.

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

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

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

The 5th paragraph of section 5-1.23B(1) does not apply to reviewing contingency plans.

**Replace section 12-7 with:**

09-16-11

**12-7 RESERVED**

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 13 WATER POLLUTION CONTROL

04-19-13

04-19-13

**Delete item 3 in the list in the 4th paragraph of section 13-1.01A.**

**Add to section 13-1.01A:**

01-20-12

Comply with the Department's general permit issued by the State Water Resources Control Board for *Order No. 99-06-DWQ, NPDES No. CAS000003, National Pollutant Discharge Elimination System (NPDES) Permit, Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans)*. The Department's general permit governs stormwater and nonstormwater discharges from the Department's properties, facilities, and activities. The Department's general permit may be viewed at the Web site for the State Water Resources Control Board, Storm Water Program, Caltrans General Permit.

**Add to the list in the 1st paragraph of section 13-1.01D(3)(b):**

10-21-11

3. Have completed SWRCB approved QSD training and passed the QSD exam

**Add to the list in the 2nd paragraph of section 13-1.01D(3)(b):**

10-21-11

3. Have completed SWRCB approved QSP training and passed the QSP exam

**Replace "NEL violation" in item 3.6.2 in the list in the 1st paragraph of section 13-1.01D(3)(c) with:**

04-19-13

receiving water monitoring trigger

**Replace the 1st paragraph in section 13-2.01B with:**

04-19-13

Within 7 days after Contract approval, submit 2 copies of your WPCP for review. Allow 5 business days for review.

After the Engineer authorizes the WPCP, submit an electronic copy and 3 printed copies of the authorized WPCP.

If the RWQCB requires review of the authorized WPCP, the Engineer submits the authorized WPCP to the RWQCB for its review and comment. If the Engineer orders changes to the WPCP based on the RWQCB's comments, amend the WPCP within 3 business days.

**Replace the 1st paragraph in section 13-3.01B(2)(a) with:**

04-19-13

Within 15 days of Contract approval, submit 3 copies of your SWPPP for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required. Change and resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.

When the Engineer authorizes the SWPPP, submit an electronic copy and 4 printed copies of the authorized SWPPP.

If the RWQCB requires review of the authorized SWPPP, the Engineer submits the authorized SWPPP to the RWQCB for its review and comment. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

**Replace "NELs" in item 3.1 in the 3rd paragraph of section 13-3.01B(2)(a) with:**

04-19-13

receiving water monitoring triggers

**Replace section 13-3.01B(6)(c) with:**

04-19-13

**13-3.01B(6)(c) Receiving Water Monitoring Trigger Report**

Whenever a receiving water monitoring trigger is exceeded, notify the Engineer and submit a receiving water monitoring trigger report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
   1.1. Analytical methods, reporting units, and detection limits
   1.2. Date, location, time of sampling, visual observation and measurements
   1.3. Quantity of precipitation from the storm event
2. Description of BMPs and corrective actions

**Replace "NEL" in the 6th paragraph of section 13-3.01C(1) with:**

04-19-13

receiving water monitoring trigger

**Replace section 13-3.01C(3) with:**

04-19-13

**13-3.01C(3) Receiving Water Monitoring Trigger**

For a risk level 3 project, receiving water monitoring triggers must comply with the values shown in the following table:

**Receiving Water Monitoring Trigger**

| Parameter | Test method | Detection limit (min) | Unit | Value |
|---|---|---|---|---|
| pH | Field test with calibrated portable instrument | 0.2 | pH | Lower limit = 6.0<br>Upper limit = 9.0 |
| Turbidity | Field test with calibrated portable instrument | 1 | NTU | 500 NTU max |

The storm event daily average for storms up to the 5-year, 24-hour storm must not exceed the receiving water monitoring trigger for turbidity.

The daily average sampling results must not exceed the receiving water monitoring trigger for pH.

**Delete "and NELs are violated" in the 3rd paragraph of section 13-3.03C.** 04-19-13

**Replace "working days" at each occurrence in section 13-3.04 with.**

original working days 10-19-12

**Delete the 1st sentence in the 2nd paragraph of section 13-4.03C(3).** 04-19-13

**Add between the 2nd and 3rd paragraphs of section 13-4.03C(3):**

Manage stockpiles by implementing water pollution control practices on: 04-19-13

1. Active stockpiles before a forecasted storm event
2. Inactive stockpiles according to the WPCP or SWPPP schedule

**Replace the paragraph in section 13-4.04 with:**

Not Used 04-20-12

**Delete "or stockpile" in the 3rd paragraph of section 13-5.02F.** 10-19-12

**Replace section 13-5.03F with:**

**13-5.03F Reserved** 04-20-12

**Delete "or stockpile" in item 1 in the list in the 1st paragraph of section 13-5.03K.** 10-19-12

**Delete the 3rd paragraph of section 13-5.03K.** 10-19-12

**Replace the 2nd sentence in the 1st paragraph of section 13-9.01A with:**

10-19-12

You may use any of the following systems for temporary concrete washout:

1. Temporary concrete washout facility
2. Portable temporary concrete washout
3. Temporary concrete washout bin

**Replace the 2nd paragraph of section 13-9.01B with:**

10-19-12

Retain and submit an informational submittal for records of disposed concrete waste.

10-19-12

**Delete the 4th paragraph of section 13-9.01B.**

10-19-12

**Delete "if authorized" in the 1st sentence in the 1st paragraph of section 13-9.02A.**

**Replace "at least 3-inch" in the 3rd sentence in the 1st paragraph of section 13-9.02A with:**

10-19-12

6-inch

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# DIVISION III GRADING

## 19 EARTHWORK

04-19-13

**Replace the 2nd paragraph of section 19-3.01A(2)(b) with:**

07-01-11

For cofferdams on or affecting railroad property, allow 85 days for review.

**Add to the list in the 1st paragraph of section 19-3.01A(2)(d):**

01-20-12

9. Provisions for discontinuous rows of soil nails

**Replace "sets" in the 3rd and 4th paragraphs of section 19-3.01A(2)(d) with:**

04-19-13

copies

**Add to section 19-3.01A(3)(b):**

01-20-12

For soil nail walls, wall zones are specified in the special provisions.

For ground anchor walls, a wall zone is the entire wall unless otherwise specified in the special provisions.

**Delete the 2nd sentence in the 4th paragraph of section 19-3.01A(3)(b).** 01-20-12

**Replace "90" in the paragraph of section 19-3.02G with:**

90-1 01-18-13

**Replace the heading of section 19-3.03C with:**

**19-3.03B(4) Cofferdams** 04-19-13

**Replace the heading of section 19-3.03D with:**

**19-3.03B(5) Water Control and Foundation Treatment** 04-19-13

**Replace the 1st paragraph of section 19-3.03E(3) with:**

01-20-12
Compact structure backfill behind lagging of soldier pile walls by hand tamping, mechanical compaction, or other authorized means.

**Replace the 2nd paragraph of section 19-3.03F with:**

01-20-12
Do not backfill over or place material over slurry cement backfill until 4 hours after placement. When concrete sand is used as aggregate and the in-place material is free draining, you may start backfilling as soon as the surface water is gone.

**Add between the 2nd and 3rd paragraphs of section 19-3.03K:**

01-20-12
Before you excavate for the installation of ground anchors in a wall zone:

1. Complete stability testing
2. Obtain authorization of test data

**Replace the 2nd sentence of the 7th paragraph of section 19-3.03K:**

01-20-12
Stop construction in unstable areas until remedial measures have been taken. Remedial measures must be submitted and authorized.

**Add between the 8th and 9th paragraphs of section 19-3.03K:**

01-20-12
When your excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section must extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. Maintain temporary slopes at the ends of each wall section to ensure slope stability.

**Replace the 9th paragraph of section 19-3.03K:** 01-20-12

Do not excavate to the next underlying excavation lift until the following conditions have been attained for the portion of the soil nail or ground anchor wall in the current excavation lift:

1. Soil nails or ground anchors are installed and grouted.
2. Reinforced shotcrete facing is constructed. 01-18-13
3. Grout and shotcrete have cured for at least 72 hours. 01-20-12
4. Specified tests are complete for that portion of wall and the results are authorized.
5. Soil nail facing anchorages are attached or ground anchors are locked off.

**Replace the 2nd sentence in the 7th paragraph of section 19-3.04 with:** 01-18-13

Structure excavation more than 0.5 foot from the depth shown is paid for as a work-character change if you request an adjustment or the Engineer orders an adjustment.

**Replace "Contract completion time" in the 8th paragraph of section 19-6.03D with:** 10-19-12

work completion date

**Add to section 19:** 01-18-13

**19-10–19-20 RESERVED**

ΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔΔ

# DIVISION IV SUBBASES AND BASES

## 29 TREATED PERMEABLE BASES

04-20-12

**Replace "section 68-4.02C" in the 6th paragraph of section 29-1.03A with:** 04-20-12

section 64-4.03

# DIVISION V SURFACINGS AND PAVEMENTS

## 37 BITUMINOUS SEALS

01-18-13

**Replace section 37-1.01 with:** 01-18-13

### 37-1.01 GENERAL

#### 37-1.01A Summary

Section 37-1 includes general specifications for applying bituminous seals.

#### 37-1.01B Definitions

Reserved

#### 37-1.01C Submittals

Reserved

### 37-1.01D Quality Control and Assurance

#### 37-1.01D(1) General

Reserved

#### 37-1.01D(2) Prepaving Conference

For seal coats and micro-surfacing, schedule a prepaving conference at a mutually agreed upon time and place to meet with the Engineer.

Prepaving conference attendees must sign an attendance sheet provided by the Engineer. The prepaving conference must be attended by your:

1. Project superintendent
2. Paving construction foreman
3. Traffic control foreman

Be prepared to discuss:

1. Quality control
2. Acceptance testing
3. Placement
4. Training on placement methods
5. Checklist of items for proper placement
6. Unique issues specific to the project, including:
   - 6.1. Weather
   - 6.2. Alignment and geometrics
   - 6.3. Traffic control issues
   - 6.4. Haul distances
   - 6.5. Presence and absence of shaded areas
   - 6.6. Any other local issues

### 37-1.02 MATERIALS

Not Used

### 37-1.03 CONSTRUCTION

Not Used

### 37-1.04 PAYMENT

Not Used

**Replace "Reserved" in section 37-2.01D(1) with:**

Aggregate suppliers, chip spreader operators, emulsion distributor, and for coated chips, the coated chips producer must attend the prepaving conference. 01-18-13

**Add to section 37-2.03A:**

If you fail to place the permanent traffic stripes and pavement markings within the specified time, the Department withholds 50 percent of the estimated value of the seal coat work completed that has not received permanent traffic stripes and pavement markings. 04-20-12

**Add to section 37-3.01D(1):**

Micro-surfacing spreader operators must attend the prepaving conference. 01-18-13

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# 39 HOT MIX ASPHALT

02-22-13

**Add to section 39-1.01B:**

02-22-13

**processed RAP:** RAP that has been fractionated.

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

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

**surface course:** Upper 0.2 feet of HMA exclusive of OGFC.

**Add to the end of the paragraph in section 39-1.02A:**

10-19-12

as shown

**Replace the paragraphs in section 39-1.02F with:**

02-22-13

### 39-1.02F(1) General

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

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

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

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

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

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

1. Target air voids must equal 7 ± 1 percent
2. Number of test specimens must be 4
3. Test specimen must be a 6-inch gyratory compacted specimen
4. Test temperature must be set at 140 ± 2 degrees F
5. Measurements for impression must be taken at every 100 passes
6. Inflection point defined as the number of wheel passes at the intersection of the creep slope and the stripping slope
7. Testing shut off must be set at 25,000 passes

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

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

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

For a RAP substitution rate greater than 15 percent, fractionate RAP into 2 sizes, a coarse fraction RAP retained on 1/4-inch screen and a fine fraction RAP passing 1/4-inch screen.

Sample and test processed RAP at a minimum frequency of 1 sample per 1000 tons with a minimum of 6 samples for each processed RAP stockpile. The asphalt binder content and specific gravity must meet the processed RAP quality characteristics. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

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

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

**Replace "less than 10 percent" in note "b" in the table in the 5th paragraph of section 39-1.02E with:**

10 percent or less 01-20-12

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

7. Substitution rate by more than 5 percent if your assigned RAP substitution rate is 15 percent or less 02-22-13
8. Substitution rate by more than 3 percent if your assigned RAP substitution rate is greater than 15 percent
9. Average binder content by more than 2 percent from the average binder content of the original processed RAP stockpile used in the mix design
10. Maximum specific gravity of processed RAP by more than ±0.060 from the average maximum specific gravity of processed RAP reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form
11. Any material in the JMF

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

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table: 02-22-13

**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 |
| 3/4" grading | | 13.0 | 13.0 | 18.0–23.0 |
| Voids filled with asphalt (%) | California Test 367 | | | Note a |
| No. 4 grading | | 65.0–75.0 | 65.0–75.0 | |
| 3/8" grading | | 65.0–75.0 | 65.0–75.0 | |
| 1/2" grading | | 65.0–75.0 | 65.0–75.0 | |
| 3/4" grading | | 65.0–75.0 | 65.0–75.0 | |
| Dust proportion | California Test 367 | | | Note a |
| No. 4 and 3/8" gradings | | 0.6–1.2 | 0.6–1.2 | |
| 1/2" and 3/4" gradings | | 0.6–1.2 | 0.6–1.2 | |
| Stabilometer value (min.) | California Test 366 | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 |

[a]Report this value in the JMF submittal.

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

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

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

[a]Test plant produced HMA.

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

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

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

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

4. JMF renewal on a *Caltrans Job Mix Formula Renewal* form, if applicable 01-20-12

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

02-22-13

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

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

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

Moisture_Tests@dot.ca.gov

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

04-20-12

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

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

04-20-12

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

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

Where:
$BC_{OBC}$ = optimum asphalt binder content, percent based on total weight of mix
$R_{RAP}$ = RAP ratio by weight of aggregate
$BC_{RAP}$ = asphalt binder content of RAP, percent based on total weight of RAP mix

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

4. HMA quality specified in the table titled "HMA Mix Design Requirements" except: 04-20-12
   4.1. Air void content, design value ±2.0 percent
   4.2. Voids filled with asphalt, report only
   4.3. Dust proportion, report only

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

04-20-12

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

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

01-20-12

A verified JMF is valid for 12 months.

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

01-20-12

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

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

02-22-13

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

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

04-20-12

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

01-20-12

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

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

01-20-12

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

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

01-20-12

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

**Replace section 39-1.03G with:**

04-20-12

**39-1.03G Job Mix Formula Modification**

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

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

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

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

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

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

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

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

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

**Add to section 39-1.03:**

**39-1.03H Job Mix Formula Acceptance** 01-20-12

You may start HMA production if:

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

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

3 business days 01-20-12

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

During production, take samples under California Test 125. You may sample HMA from: 01-20-12

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

For RAP substitution rate of 15 percent or less, sample RAP once daily. 02-22-13

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

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

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

01-20-12

5 business days

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

04-20-12

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

**Add to section 39-1.08A:**

04-20-12

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

02-22-13

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

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

04-20-12

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

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

09-16-11

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

**Replace section 39-1.11 with:**

01-18-13

**39-1.11 CONSTRUCTION**

**39-1.11A General**

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

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

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

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

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

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

HMA must be free of:

1. Segregation

2. Coarse or fine aggregate pockets
3. Hardened lumps

### 39-1.11B Longitudinal Joints

#### 39-1.11B(1) General

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

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

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

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

#### 39-1.11B(2) Tapered Notched Wedge

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

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

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

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

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

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

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

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

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

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

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

For HMA under QC/QA construction process, quantities of HMA placed in the completed longitudinal joint will have a quality factor $QF_{QC5}$ of 1.0.

### 39-1.11C Widening Existing Pavement

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

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

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

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

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

### 39-1.11E Leveling

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

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

### 39-1.11F Compaction

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic-tired roller to compact RHMA-G.

For Standard and QC/QA construction processes, if 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Spread and compact HMA under sections 39-3.03 and 39-3.04 if any of the following applies:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
   3.1. Asphalt concrete surfacing replacement areas
   3.2. Leveling courses
   3.3. Areas for which the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

If you request and if authorized, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under section 17-3.

Spread sand at a rate from 1 to 2 lb/sqyd on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with section 90-1.02C(4)(c). Keep traffic off the pavement until spreading sand is complete.

**Replace the 5th and 6th paragraphs of section 39-1.12C with:**

07-20-12

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the $PI_0$ must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the $PI_0$ must be at most 5 inches per 0.1-mile section.

**Add to section 39-1.12:**

01-20-12

**39-1.12E Reserved**

**Add to section 39-1.14:**

01-20-12

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

**Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:**

04-20-12

6.4

**Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:**

04-20-12

5.7

**Replace "6.8" in the 1st paragraph of section 39-1.15B with:**

04-20-12

6.4

**Replace "6.0" in the 1st paragraph of section 39-1.15B with:**

04-20-12

5.7

**Replace the 1st paragraph of section 39-2.02B with:**

02-22-13

Perform sampling and testing at the specified frequency for the quality characteristics shown in the following table:

**Minimum Quality Control—Standard Construction Process**

| Quality characteristic | Test method | Minimum sampling and testing frequency | HMA type | | | |
|---|---|---|---|---|---|---|
| | | | A | B | RHMA-G | OGFC |
| Aggregate gradation[a] | California Test 202 | 1 per 750 tons and any remaining part at the end of the project | 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±0.40 | JMF±0.40 | JMF ± 0.40 | JMF ± 0.40 |
| HMA moisture content (%, max) | California Test 226 or 370 | 1 per 2,500 tons but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | 1.0 |
| Field compaction (% max. theoretical density)[d,e] | QC plan | 2 per business day (min.) | 91–97 | 91–97 | 91–97 | -- |
| Stabilometer value (min)[c] | California Test 366 | 1 per 4,000 tons or 2 per 5 business days, whichever is greater | | | | |
| No. 4 and 3/8" gradings | | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | | 37 | 35 | 23 | -- |
| Air void content (%)[c,f] | California Test 367 | | 4 ± 2 | 4 ± 2 | TV ± 2 | -- |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants[g] | California Test 226 or 370 | 2 per day during production | -- | -- | -- | -- |
| Percent of crushed particles coarse aggregate (%, min) | California Test 205 | As designated in the QC plan. At least once per project | | | | |
| 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) Loss at 100 | California Test 211 | | 12 | -- | 12 | 12 |

| | | | | | | |
|---|---|---|---|---|---|---|
| rev.<br>Loss at 500 rev. | | | 45 | 50 | 40 | 40 |
| Flat and elongated particles (%, max by weight @ 5:1) | California Test 235 | | Report only | Report only | Report only | Report only |
| Fine aggregate angularity (%, min)[h] | California Test 234 | | 45 | 45 | 45 | -- |
| Voids filled with asphalt (%)[i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | California Test 367 | | <br>65.0–75.0<br>65.0–75.0<br>65.0–75.0<br>65.0–75.0 | <br>65.0–75.0<br>65.0–75.0<br>65.0–75.0<br>65.0–75.0 | Report only | -- |
| Voids in mineral aggregate (% min)[i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | California Test 367 | | <br>17.0<br>15.0<br>14.0<br>13.0 | <br>17.0<br>15.0<br>14.0<br>13.0 | <br>--<br>--<br>18.0–23.0<br>18.0–23.0 | -- |
| Dust proportion[i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | California Test 367 | | <br>0.6-1.2<br>0.6–1.2 | <br>0.6-1.2<br>0.6–1.2 | Report only | -- |
| Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)[j]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | 1 per 10,000 tons or 1 per project whichever is more | <br>10,000<br>15,000<br>20,000<br>25,000 | <br>10,000<br>15,000<br>20,000<br>25,000 | -- | -- |
| Hamburg wheel track (inflection point minimum number of passes)[j]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | 1 per 10,000 tons or 1 per project whichever is more | <br>10,000<br>10,000<br>12,500<br>15000 | <br>10,000<br>10,000<br>12,500<br>15000 | -- | -- |
| Moisture susceptibility (minimum dry strength, psi)[j] | California Test 371 | For RAP ≥15% 1 per 10,000 tons or 1 per project whichever is greater | 120 | 120 | -- | -- |
| Moisture susceptibility (tensile strength ration, %)[j] | California Test 371 | For RAP ≥15% 1 per 10,000 | 70 | 70 | -- | -- |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | tons or 1 per project whichever is greater | | | | |
| Smoothness | Section 39-1.12 | -- | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ |
| Asphalt rubber binder viscosity @ 375 °F, centipoises | Section 39-1.02D | Section 39-1.04C | -- | -- | 1,500–4,000 | 1,500–4,000 |
| Asphalt modifier | Section 39-1.02D | Section 39-1.04C | -- | -- | Section 39-1.02D | Section 39-1.02D |
| CRM | Section 39-1.02D | Section 39-1.04C | -- | -- | Section 39-1.02D | Section 39-1.02D |

[a] Determine combined aggregate gradation containing RAP under California Test 367.
[b] The tolerances must comply with the allowable tolerances in section 39-1.02E.
[c] Report the average of 3 tests from a single split sample.
[d] Determine field compaction for any of the following conditions:
1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.
[e] To determine field compaction use:
1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.
[f] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[g] For adjusting the plant controller at the HMA plant.
[h]The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.
[i]Report only.
[j]Applies to RAP substitution rate greater than 15 percent.

**Replace the 1st paragraph of section 39-2.03A with:**

02-22-13

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

**HMA Acceptance—Standard Construction Process**

| Quality characteristic | | | | Test method | HMA type | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | A | B | RHMA-G | OGFC |
| Aggregate gradation [a] | | | | California Test 202 | JMF ± tolerance [c] | JMF ± tolerance [c] | JMF ± tolerance [c] | JMF ± tolerance [c] |
| Sieve | 3/4" | 1/2" | 3/8" | | | | | |
| 1/2" | X [b] | | | | | | | |
| 3/8" | | X | | | | | | |
| No. 4 | | | X | | | | | |
| No. 8 | X | X | X | | | | | |
| No. 200 | X | X | X | | | | | |
| Sand equivalent (min) [d] | | | | California Test 217 | 47 | 42 | 47 | -- |
| Asphalt binder content (%) | | | | California Test 379 or 382 | JMF±0.40 | JMF±0.40 | JMF ± 0.40 | JMF ± 0.40 |
| HMA moisture content (%, max) | | | | California Test 226 or 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Field compaction (% max. theoretical density) [e, f] | | | | California Test 375 | 91–97 | 91–97 | 91–97 | -- |
| Stabilometer value (min) [d,] | | | | California Test 366 | | | | |
| No. 4 and 3/8" gradings | | | | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | | | | 37 | 35 | 23 | -- |
| Air void content (%) [d, g] | | | | California Test 367 | 4 ± 2 | 4 ± 2 | TV ± 2 | -- |
| 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 |
| Fine aggregate angularity (%, min) [h] | | | | 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 (%) [i] | | | | California Test 367 | | | | |
| No. 4 grading | | | | | 65.0–75.0 | 65.0–75.0 | Report only | -- |
| 3/8" grading | | | | | 65.0–75.0 | 65.0–75.0 | | |
| 1/2" grading | | | | | 65.0–75.0 | 65.0–75.0 | | |
| 3/4" grading | | | | | 65.0–75.0 | 65.0–75.0 | | |
| Voids in mineral aggregate (% min) [i] | | | | 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 | |
| 3/4" grading | | | | | 13.0 | 13.0 | 18.0–23.0 | |
| Dust proportion [i] | | | | California | | | Report only | -- |

| | | | | | |
|---|---|---|---|---|---|
| No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | Test 367 | 0.6-1.2<br>0.6–1.2 | 0.6-1.2<br>0.6–1.2 | | |
| Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)[j]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | <br><br>10,000<br>15,000<br>20,000<br>25,000 | <br><br>10,000<br>15,000<br>20,000<br>25,000 | -- | -- |
| Hamburg wheel track (inflection point minimum number of passes)[j]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | <br><br>10,000<br>10,000<br>12,500<br>15000 | <br><br>10,000<br>10,000<br>12,500<br>15000 | -- | -- |
| Moisture susceptibility (minimum dry strength, psi)[j] | California Test 371 | 120 | 120 | -- | -- |
| Moisture susceptibility (tensile strength ration, %)[j] | California Test 371 | 70 | 70 | -- | -- |
| Smoothness | Section 39-1.12 | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ | 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] "X" denotes the sieves the Engineer tests for the specified aggregate gradation.

[c] The tolerances must comply with the allowable tolerances in section 39-1.02E.

[d] The Engineer reports the average of 3 tests from a single split sample.

[e] The Engineer determines field compaction for any of the following conditions:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.

[f] To determine field compaction, the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.

[g] 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.

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

[i] Report only.

[j] Applies to RAP substitution rate greater than 15 percent.

**Replace the 5th paragraph of section 39-2.03A with:**

01-20-12

The Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.2 foot and any layer is less than 0.20 foot.

**Replace the 1st paragraph of section 39-3.02A with:**

02-22-13

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±0.40 | JMF±0.40 | JMF ± 0.40 | JMF ± 0.40 |
| HMA moisture content (%, max) | California Test 226 or 370 | 1.0 | 1.0 | 1.0 | 1.0 |
| Stabilometer value (min) [c] | California Test 366 | | | | |
| No. 4 and 3/8" gradings | | 30 | 30 | -- | -- |
| 1/2" and 3/4" gradings | | 37 | 35 | 23 | -- |
| 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 |
| Air void content (%) [c, d] | California Test 367 | 4 ± 2 | 4 ± 2 | TV ± 2 | -- |
| Fine aggregate angularity (% min) [e] | California Test 234 | 45 | 45 | 45 | -- |
| Flat and elongated particles (% max by weight @ 5:1) | California Test 235 | Report only | Report only | Report only | Report only |
| Voids filled with asphalt (%) [f] | California Test 367 | | | | |
| No. 4 grading | | 65.0–75.0 | 65.0–75.0 | Report only | -- |
| 3/8" grading | | 65.0–75.0 | 65.0–75.0 | | |
| 1/2" grading | | 65.0–75.0 | 65.0–75.0 | | |
| 3/4" grading | | 65.0–75.0 | 65.0–75.0 | | |
| Voids in mineral aggregate (% min) [f] | 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 | |
| 3/4" grading | | 13.0 | 13.0 | 18.0–23.0 | |
| Dust proportion [f] | California Test 367 | | | | |
| No. 4 and 3/8" gradings | | 0.6–1.2 | 0.6–1.2 | Report only | -- |
| 1/2" and 3/4" gradings | | 0.6–1.2 | 0.6–1.2 | | |
| Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) [g] | AASHTO T 324 (Modified) | | | -- | -- |
| PG-58 | | 10,000 | 10,000 | | |
| PG-64 | | 15,000 | 15,000 | | |

| | | | | | |
|---|---|---|---|---|---|
| PG-70<br>PG-76 or higher | | 20,000<br>25,000 | 20,000<br>25,000 | | |
| Hamburg wheel track (inflection point minimum number of passes)[g]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | <br><br><br>10,000<br>10,000<br>12,500<br>15000 | <br><br><br>10,000<br>10,000<br>12,500<br>15000 | -- | -- |
| Moisture susceptibility (minimum dry strength, psi)[g] | California Test 371 | 120 | 120 | -- | -- |
| Moisture susceptibility (tensile strength ration, %)[g] | California Test 371 | 70 | 70 | -- | -- |
| Smoothness | Section 39-1.12 | 12-foot straight-edge and must-grind | 12-foot straight-edge and must-grind | 12-foot straight-edge and must-grind | 12-foot straight-edge and must-grind |
| Asphalt binder | Various | Section 92 | Section 92 | Section 92 | Section 92 |
| Asphalt rubber binder | Various | -- | -- | Section 92-1.01D(2) and section 39-1.02D | Section 92-1.01D(2) and section 39-1.02D |
| Asphalt modifier | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |
| CRM | Various | -- | -- | Section 39-1.02D | Section 39-1.02D |

[a]The Engineer determines combined aggregate gradations containing RAP under California Test 367.
[b]The tolerances must comply with the allowable tolerances in section 39-1.02E.
[c]The Engineer reports the average of 3 tests from a single split sample.
[d]The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[e]The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.
[f]Report only.
[g]Applies to RAP substitution rate greater than 15 percent.

**Replace "280 degrees F" in item 2 in the list in the 6th paragraph of section 39-3.04 with:**

01-20-12

285 degrees F

**Replace "5,000" in the 5th paragraph of section 39-4.02C with:**

02-22-13

10,000

**Replace the 7th paragraph of section 39-4.02C with:**

02-22-13

Except for RAP substitution rate of greater than 15 percent, the Department does not use results from California Test 371 to determine specification compliance.

**Replace the 8th paragraph of section 39-4.02C with:**

02-22-13

Comply with the values for the HMA quality characteristics and minimum random sampling and testing for quality control shown in the following table:

**Minimum Quality Control—QC/QA Construction Process**

| Quality characteristic | Test method | Minimum sampling and testing frequency | HMA Type | | | Location of sampling | Maximum reporting time allowance |
|---|---|---|---|---|---|---|---|
| | | | A | B | RHMA-G | | |
| Aggregate gradation[a] | California Test 202 | 1 per 750 tons | JMF ± tolerance[b] | JMF ± tolerance[b] | JMF ± tolerance[b] | California Test 125 | 24 hours |
| Asphalt binder content (%) | California Test 379 or 382 | | JMF±0.40 | JMF±0.40 | JMF ±0.40 | Loose mix behind paver See California Test 125 | |
| Field compaction (% max. theoretical density)[c,d] | QC plan | | 92–96 | 92–96 | 91–96 | QC plan | |
| Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants[e] | California Test 226 or 370 | 2 per day during production | -- | -- | -- | Stockpiles or cold feed belts | -- |
| Sand equivalent (min)[f] | California Test 217 | 1 per 750 tons | 47 | 42 | 47 | California Test 125 | 24 hours |
| HMA moisture content (%,max) | California Test 226 or 370 | 1 per 2,500 tons but not less than 1 per paving day | 1.0 | 1.0 | 1.0 | Loose Mix Behind Paver See California Test 125 | 24 hours |
| Stabilometer value (min)[f]<br><br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | California Test 366 | 1 per 4,000 tons or 2 per 5 business days, whichever is greater | 30<br>37 | 30<br>35 | --<br>23 | | 48 hours |
| Air void content (%)[f,g] | California Test 367 | | 4 ± 2 | 4 ± 2 | TV ± 2 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Percent of crushed particles coarse aggregate (% min.):<br>One fractured face<br>Two fractured faces<br><br>Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve):<br>One fractured face | California Test 205 | As designated in QC plan.<br><br>At least once per project. | 90<br>75<br><br>70 | 25<br>--<br><br>20 | --<br>90<br><br>70 | California Test 125 | 48 hours |
| Los Angeles Rattler (% max):<br>Loss at 100 rev.<br>Loss at 500 rev. | California Test 211 | | 12<br>45 | --<br>50 | 12<br>40 | California Test 125 | |
| Fine aggregate angularity (% min) [h] | California Test 234 | | 45 | 45 | 45 | California Test 125 | |
| Flat and elongated particle (% max by weight @ 5:1) | California Test 235 | | Report only | Report only | Report only | California Test 125 | |
| Voids filled with asphalt (%) [i]<br><br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | California Test 367 | | <br><br>65.0–75.0<br>65.0–75.0<br>65.0–75.0<br>65.0–75.0 | <br><br>65.0–75.0<br>65.0–75.0<br>65.0–75.0<br>65.0–75.0 | Report only | | |
| Voids in mineral aggregate (% min.) [i]<br><br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | California Test 367 | | <br><br>17.0<br>15.0<br>14.0<br>13.0 | <br><br>17.0<br>15.0<br>14.0<br>13.0 | <br><br>--<br>--<br>18.0–23.0<br>18.0–23.0 | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dust proportion[i]<br><br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | California Test 367 | | 0.6–1.2<br><br>0.6–1.2 | 0.6–1.2<br><br>0.6–1.2 | Report only | | |
| Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)[i]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | 1 per 10,000 tons or 1 per project whichever is greater | <br><br>10,000<br>15,000<br>20,000<br><br>25,000 | <br><br>10,000<br>15,000<br>20,000<br><br>25,000 | -- | -- | |
| Hamburg wheel track (inflection point minimum number of passes)[i]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | AASHTO T 324 (Modified) | 1 per 10,000 tons or 1 per project whichever is greater | <br><br>10,000<br>10,000<br>12,500<br><br>15000 | <br><br>10,000<br>10,000<br>12,500<br><br>15000 | -- | -- | |
| Moisture susceptibility (minimum dry strength, psi)[j] | California Test 371 | 1 per 10,000 tons or 1 per project whichever is greater | 120 | 120 | -- | -- | |
| Moisture susceptibility (tensile strength ratio, %)[j] | California Test 371 | 1 per 10,000 tons or 1 per project whichever is greater | 70 | 70 | 70 | -- | |
| Smoothness | Section 39-1.12 | -- | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | 12-foot straight-edge, must-grind, and $PI_0$ | -- | |
| Asphalt rubber binder viscosity @ 375 °F, centipoises | Section 39-1.02D | -- | -- | -- | 1,500–4,000 | Section 39-1.02D | 24 hours |
| CRM | Section 39-1.02D | -- | -- | -- | Section 39-1.02D | Section 39-1.02D | 48 hours |

[a] Determine combined aggregate gradation containing RAP under California Test 367.
[b] The tolerances must comply with the allowable tolerances in section 39-1.02E.
[c] Determines field compaction for any of the following conditions:
1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.
[d] To determine field compaction use:
1. In-place density measurements using the method specified in your QC plan.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.
[e] For adjusting the plant controller at the HMA plant.
[f] Report the average of 3 tests from a single split sample.
[g] Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
[h] The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.
[i] Report only.
[j] Applies to RAP substitution rate greater than 15 percent.

**Replace the 1st sentence in the 1st paragraph of section 39-4.03B(2) with:**

01-20-12

For aggregate gradation and asphalt binder content, the minimum ratio of verification testing frequency to quality control testing frequency is 1:5.

**Replace the 2nd "and" in the 7th paragraph of section 39-4.03B(2) with:**

01-20-12

or

**Replace the 1st paragraph of section 39-4.04A with:**

The Engineer samples for acceptance testing and tests for the following quality characteristics: 02-22-13

**HMA Acceptance—QC/QA Construction Process**

| Index (i) | Quality characteristic | | | | Weighting factor (w) | Test method | HMA type | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | A | B | RHMA-G |
| | | Aggregate gradation [a] | | | | | | | |
| | Sieve | 3/4" | 1/2" | 3/8" | | | | | |
| 1 | 1/2" | X [b] | -- | -- | 0.05 | California Test 202 | JMF ± Tolerance [c] | | |
| 1 | 3/8" | -- | X | -- | 0.05 | | | | |
| 1 | No. 4 | -- | -- | X | 0.05 | | | | |
| 2 | No. 8 | X | X | X | 0.10 | | | | |
| 3 | No. 200 | X | X | X | 0.15 | | | | |
| 4 | Asphalt binder content (%) | | | | 0.30 | California Test 379 or 382 | JMF±0.40 | JMF±0.40 | JMF ± 0.40 |
| 5 | Field compaction (% max. theoretical density) [d, e] | | | | 0.40 | California Test 375 | 92–96 | 92–96 | 91–96 |
| | Sand equivalent (min) [f] | | | | | California Test 217 | 47 | 42 | 47 |
| | Stabilometer value (min) [f]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | | | | | California Test 366 | <br>30<br>37 | <br>30<br>35 | <br>--<br>23 |
| | Air void content (%) [f, g] | | | | | California Test 367 | 4 ± 2 | 4 ± 2 | TV ± 2 |
| | Percent of crushed particles coarse aggregate (% min)<br>One fractured face<br>Two fractured faces<br>Fine aggregate (% min) (Passing no. 4 sieve and retained on No. 8 sieve.)<br>One fractured face | | | | | California Test 205 | <br>90<br>75<br><br><br>70 | <br>25<br>--<br><br><br>20 | <br>--<br>90<br><br><br>70 |
| | HMA moisture content (%, max) | | | | | California Test 226 or 370 | 1.0 | 1.0 | 1.0 |
| | Los Angeles Rattler (% max)<br>Loss at 100 rev.<br>Loss at 500 rev. | | | | | California Test 211 | <br>12<br>45 | <br>--<br>50 | <br>12<br>40 |
| | Fine aggregate angularity (% min) [h] | | | | | California Test 234 | 45 | 45 | 45 |
| | Flat and elongated particle (% max by weight @ 5:1) | | | | | California Test 235 | Report only | Report only | Report only |
| | Voids in mineral aggregate (% min) [i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | | | | | California Test 367 | <br>17.0<br>15.0<br>14.0<br>13.0 | <br>17.0<br>15.0<br>14.0<br>13.0 | <br>--<br>--<br>18.0–23.0<br>18.0–23.0 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | Voids filled with asphalt (%)[i]<br>No. 4 grading<br>3/8" grading<br>1/2" grading<br>3/4" grading | | California Test 367 | <br>65.0–75.0<br>65.0–75.0<br>65.0–75.0<br>65.0–75.0 | <br>65.0–75.0<br>65.0–75.0<br>65.0–75.0<br>65.0–75.0 | Report only |
| | Dust proportion[i]<br>No. 4 and 3/8" gradings<br>1/2" and 3/4" gradings | | California Test 367 | <br>0.6–1.2<br>0.6–1.2 | <br>0.6–1.2<br>0.6–1.2 | Report only |
| | Hamburg Wheel Tracker (minimum number of passes at 0.5 inch average rut depth)[j]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | | AASHTO T 324 (Modified) | <br><br><br>10,000<br>15,000<br>20,000<br>25,000 | <br><br><br>10,000<br>15,000<br>20,000<br>25,000 | -- |
| | Hamburg Wheel Tracker (inflection point minimum number of passes)[j]<br>PG-58<br>PG-64<br>PG-70<br>PG-76 or higher | | AASHTO T 324 (Modified) | <br><br><br>10,000<br>15,000<br>20,000<br>25,000 | <br><br><br>10,000<br>15,000<br>20,000<br>25,000 | -- |
| | Moisture susceptibility (minimum dry strength, psi)[j] | | California Test 371 | 120 | 120 | -- |
| | Moisture susceptibility (tensile strength ratio %)[j] | | California Test 371 | 70 | 70 | 70 |
| | Smoothness | | Section 39-1.12 | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ | 12-foot straight-edge, must grind, and $PI_0$ |
| | Asphalt binder | | Various | Section 92 | Section 92 | Section 92 |
| | Asphalt rubber binder | | Various | -- | -- | Section 92-1.01D(2) and section 39-1.02D |
| | Asphalt modifier | | Various | -- | -- | Section 39-1.02D |
| | CRM | | Various | -- | -- | Section 39-1.02D |

[a] The Engineer determines combined aggregate gradations containing RAP under California Test 367.
[b] "X" denotes the sieves the Engineer tests for the specified aggregate gradation.
[c] The tolerances must comply with the allowable tolerances in section 39-1.02E.
[d] The Engineer determines field compaction for any of the following conditions:
1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and less than 0.20 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 foot.
[e] To determine field compaction, the Engineer uses:
1. California Test 308, Method A, to determine in-place density of each density core.
2. California Test 309 to determine the maximum theoretical density at the frequency specified in California Test 375, Part 5C.
[f] The Engineer reports the average of 3 tests from a single split sample.
[g] 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.
[h] The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.
[i] Report only.
[j] Applies to RAP substitution rate greater than 15 percent.

**Replace the 3rd paragraph of section 39-4.04A with:**

01-20-12

The Department determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness if any of the following applies:

1. 1/2-inch, 3/8-inch, or no. 4 aggregate grading is used and the specified total paved thickness is at least 0.15 foot and any lager is less than 0.15 foot.
2. 3/4-inch aggregate grading is used and the specified total paved thickness is at least 0.20 and any layer is less than 0.20 foot.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## 52 REINFORCEMENT

01-18-13

**Add to section 52-1.01A:**

Splicing of bar reinforcement must comply with section 52-6. 07-20-12

**Replace the 1st and 2nd paragraphs of section 52-1.02B with:**

10-19-12

Reinforcing bars must be deformed bars complying with ASTM A 706/A 706M, Grade 60, except you may use:

1. Deformed bars complying with ASTM A 615/A 615M, Grade 60, in:
   1.1. Junction structures
   1.2. Sign and signal foundations
   1.3. Minor structures
   1.4. Concrete crib members

1.5. Mechanically-stabilized-embankment concrete panels
1.6. Masonry block sound walls
2. Deformed or plain bars complying with ASTM A 615/A 615M, Grade 40 or 60, in:
2.1. Slope and channel paving
2.2. Concrete barriers Type 50 and 60
3. Plain bars for spiral or hoop reinforcement in structures and concrete piles

**Add to the list in the 3rd paragraph of section 52-1.02B:**

04-20-12

9. Shear reinforcement stirrups in PC girders

**Replace the 6th paragraph of section 52-6.01D(4)(a) with:**

01-18-13

Before performing service splice or ultimate butt splice testing, perform total slip testing on the service splice or ultimate butt splice test samples under section 52-6.01D(4)(b).

**Replace section 52-6.02D with:**

10-21-11

**52-6.02D Ultimate Butt Splice Requirements**

When tested under California Test 670, ultimate butt splice test samples must demonstrate necking as either of the following:

1. For "Necking (Option I)," the test sample must rupture in the reinforcing bar outside of the affected zone and show visible necking.
2. For "Necking (Option II)," the largest measured strain must be at least:
2.1. Six percent for no. 11 and larger bars
2.2. Nine percent for no. 10 and smaller bars

**Replace the 2nd and 3rd paragraphs of section 52-6.03B with:**

01-18-13

Do not splice the following by lapping:

1. No. 14 bars
2. No. 18 bars
3. Hoops
4. Reinforcing bars where you cannot provide a minimum clear distance of 2 inches between the splice and the nearest adjacent bar

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## 75 MISCELLANEOUS METAL

04-19-13

**Add between 2nd and 3rd paragraphs of section 75-1.03A:**

04-19-13

Fabricate expansion joint armor from steel plates, angles, or other structural shapes. Shape the armor to the section of the concrete deck and match-mark it in the shop. Bevel the unbolted end of the checkered plate at 45 degrees. Straighten warped sections of expansion joint armor before placing. Secure the expansion joint armor in the correct position during concrete placement.

**Replace "SSPC-QP 3" in the 3rd paragraph of section 75-1.03E(4) with:**

AISC-420-10/SSPC-QP3 10-19-12

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

## 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

01-20-12

**Replace the 1st paragraph in section 84-2.04 with:**

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes. 01-20-12

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

**Add to section 84:**

**84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY** 01-20-12

Reserved

**84-7–84-10 RESERVED**

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

# DIVISION X MATERIALS

## 90 CONCRETE

08-05-11

**Replace the 3rd paragraph of section 90-1.01C(7) with:**

Submit weighmaster certificates in printed form or, if authorized, in electronic media. Present electronic media in a tab-delimited format on a CD or DVD. Captured data for the ingredients represented by each batch must be line feed carriage return and one line separate record with sufficient fields for the specified data. 08-05-11

**Replace the 3rd paragraph of section 90-3.01C(5) with:**

Production data must be input by hand into a pre-printed form or captured and printed by the proportioning device. Present electronic media containing recorded production data in a tab-delimited format on a CD or DVD. Each capture of production data must be followed by a line feed carriage return with sufficient fields for the specified data. 08-05-11

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# CALTRANS STANDARD PLANS
# 2010 EDITION

## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

**ABBREVIATIONS, LINES, SYMBOLS AND LEGEND**

| | |
|---|---|
| A10A | Abbreviations (Sheet 1 of 2) |
| A10B | Abbreviations (Sheet 2 of 2) |
| A10C | Lines and Symbols (Sheet 1 of 3) |
| A10D | Lines and Symbols (Sheet 2 of 3) |
| A10E | Lines and Symbols (Sheet 3 of 3) |
| A62A | Excavation and Backfill - Miscellaneous Details |
| A62F | Excavation and Backfill - Metal and Plastic Culverts |

**METAL BEAM GUARD RAILING - STANDARD RAILING SECTIONS**

| | |
|---|---|
| A77A1 | Metal Beam Guard Railing - Standard Railing Section (Wood Post with Wood Block) |
| A77B1 | Metal Beam Guard Railing - Standard Hardware |
| A77C1 | Metal Beam Guard Railing - Wood Post and Wood Block Details |
| RSP P74 | Pavement Edge Treatments |
| RSP P76 | Pavement Edge Treatments - New Construction |
| D78C | Inlet Depressions - Hot Mix Asphalt Shoulders |

# MASTER AGREEMENT

The County is required by its funding source to include the following Articles from the Master Agreement 06-5946R dated January 19, 2007 for Federal-aid Projects in all subcontracts to which that Master agreement would apply. Under the Master Agreement, the term "ADMININSTERING 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 duplicate invoices in arrears for reimbursement of participating PROJECT costs on a monthly or quarterly progress 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. Invoices must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. 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. An Indirect Cost Rate Proposal and Central Service Cost Allocation Plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for federal reimbursement.

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 seven (7) 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 five (5) 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 an 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 Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) 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 and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

20. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse moneys due STATE within thirty 30 days of demand, or within such other period as may be agreed in writing between the PARTIES hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

21. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due 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 when determined to be necessary or appropriate 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 an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting 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. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit 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. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of $500,000 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, Highway Planning and Research.

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 OMB Circular A-133.

6. ADMINISTERING AGENCY shall not award a 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 (1) 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 all of the provisions of ARTICLE IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS, and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

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 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 REGUTIONS), 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.

COUNTY OF TULARE

STATE OF CALIFORNIA

# PROPOSAL TO THE BOARD OF SUPERVISORS

**FOR CONSTRUCTING:** **ROAD 108 STREET IMPROVEMENTS PROJECT**

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 proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work and the annexed proposed form of contract; and he proposes and agrees if this proposal is accepted, that he 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 he will take in full payment therefore the following unit prices, to wit:

**TULARE COUNTY RESOURCE MANAGEMENT AGENCY**

**ROAD 108 STREET IMPROVEMENTS PROJECT**

| Item No. | BEES NUMBERS | Items with unit price written in words | Unit of Measure | Estimated Quantity | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 1 | 999990 | Mobilization<br>_____per lump sum. | LS | 1 | | |
| 2 | 050126 | Construction Staking<br>_____per lump sum | LS | 1 | | |
| 3 | 120090 | Construction Area Signs<br>_____per lump sum | LS | 1 | | |
| 4 | 120100 | Traffic Control System<br>_____per lump sum. | LS | 1 | | |
| 5 | 130200 | Water Pollution Control Program<br>_____per lump sum | LS | 1 | | |
| 6 | 152390 | Relocate Road Sign<br>_____per each | EA | 7 | | |
| 7 | 160102 | Clearing & Grubbing<br>_____per lump sum. | LS | 1 | | |
| 8 | 190101 | Roadway Excavation<br>_____per cubic yard. | CY | 1000 | | |
| 9 | 205034 | Decomposed Granite<br>_____per cubic yard. | CY | 100 | | |
| 10 | 208602 | Pipe 6" PVC Schedule 40<br>_____per linear foot. | LF | 5 | | |
| 11 | 250201 | Class 2 Aggregate Subbase<br>_____per cubic yard. | CY | 1200 | | |
| 12 | 390133 | Hot Mix Asphalt (Type A)<br>_____per ton | TON | 1100 | | |
| 13 | 568023 | Install Roadside Sign<br>_____per each | EA | 2 | | |

**TULARE COUNTY RESOURCE MANAGEMENT AGENCY**
**ROAD 108 STREET IMPROVEMENTS PROJECT**

| Item No. | BEES NUMBERS | Items with unit price written in words | Unit of Measure | Estimated Quantity | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 14 | 665010 | Pipe 12" Corrugated Steel Pipe (CMP) _____per linear foot. | LF | 300 | | |
| 15 | 665017 | Pipe 18" Corrugated Steel Pipe (CMP) _____per linear foot. | LF | 200 | | |
| 16 | 750030 | Inlet Frame & Grate Type "A" Inlet _____per each. | EA | 4 | | |
| 17 | 832005 | Midwest Guard Rail System _____per linear foot. | LF | 85 | | |

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

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal 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 proposal 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 Agreement 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 Agreement, then the Board of Supervisors may, in its sole discretion, determine that the bidder has abandon his bid, whereupon the Board's acceptance of this proposal shall be deemed frustrated, and such bid security as may accompany this proposal shall become due and owing to the County of Tulare as liquidated damages.

Accompanying this proposal 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 proposal, the contractor provides the following information and representations:

## ADDENDA CERTIFICATION STATEMENT

This Proposal 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 administering agency and not noted as being received by the bidder, this proposal will be rejected.

The above Addenda Certification Statement is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Addenda Certification Statement.

## PUBLIC CONTRACT CODE SECTION 10162 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature under penalty of perjury of this Questionnaire and Statement.

- - - - - - - -

## PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Questionnaire and Statement are a part of the Proposal. Signing this Proposal 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.

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the 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)

To the COUNTY OF TULARE

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I hereby declare upon penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____, _____, at _____

(Location)

_____.

(Signature)

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

## 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 Proposal on the signature portion thereof shall also constitute signing this certificate.

# DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
    - has not been indicted, convicted, or had a civil judgement 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 Proposal. Signing this Proposal 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:

(I) 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 Section 1352, Title 31, U.S. Code. 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.

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 $100,000 and that all such sub recipients shall certify and disclose accordingly.

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

**2. Status of Federal Action:**

☐ a. bid/offer/application
b. initial award
c. post-award

**3. Report Type:**

☐ a. initial
b. material change

**For Material Change Only:**
year ____ quarter _____
date of last report _____

**4. Name and Address of Reporting Entity**

☐ Prime ☐ Subawardee
Tier _____, if known

**Congressional District,** if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

**Congressional District,** if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

**CFDA Number,** if applicable _____

**8. Federal Action Number,** if known:

**9. Award Amount,** if known:

**10. a. Name and Address of Lobby Entity**
(If individual, last name, first name, MI)

**b. Individuals Performing Services** (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**

$_____ ☐ actual planned

**12. Form of Payment (check all that apply):**

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

**13. Type of Payment (check all that apply)**

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

**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:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached:** Yes ☐ No ☐

**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.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

**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 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.

# LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 2-1.33C of the Standard Specifications, 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 $10,000, whichever is greater. In each instance, the nature and extent of the work to be sublet shall be described.

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.

| Subcontractors Information | | | Work Portion | | |
|---|---|---|---|---|---|
| Name | Address | Lic. No. | Bid Item No. | Description | % of Bid Item |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Further, as part of this proposal, 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 proposal as principals are as follows:

**IMPORTANT NOTICE**

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, 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.

_____

_____

_____

License No. _____ Classification(s) _____

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

Date:_____ _____

_____

_____

Signature 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 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 irregular 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 penal 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 **ROAD 108 STREET IMPROVEMENTS PROJECT**.

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 Agreement, 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 _____, _____.

_____(SEAL)
_____(SEAL)
_____(SEAL)
Principal

_____(SEAL)
_____(SEAL)
_____(SEAL)
Surety

Note - Signature of those executing for the surety must be properly acknowledged or notarized.

COUNTY OF TULARE

STATE OF CALIFORNIA

# CONTRACT

THIS AGREEMENT, entered into as of this _____ day of _____, by and between the COUNTY OF TULARE, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor";

W I T N E S S E T H :

WHEREAS, County desires to carry out a project of constructing of **ROAD 108 STREET IMPROVEMENTS PROJECT**, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and is willing and able to perform the Work on the terms and conditions set forth herein; and

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to Contractor.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at his 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, ROAD 108 STREET IMPROVEMENTS PROJECT.

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 2010 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2010 (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 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 August 26th, 2014 and are entitled:

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

ROAD 108 STREET
IMPROVEMENTS
PROJECT

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 PROPOSAL)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835Goeth 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 Contractors" 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. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.

2. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

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.
Engineer IV - Construction
County of Tulare
5961 South Mooney Boulevard
Visalia, CA93277

Contractor: _____

_____

_____

_____

ARTICLE X. Prior to approval of this agreement by the COUNTY, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance in accordance with Section 7-1.06 which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Section 7-1.06 shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not 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). Failure to maintain or renew coverage, or to provide evidence of renewal may be considered a material breach of this Agreement.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the Standard Specifications, the project plans, the Standard Plans, the Technical Specifications, all Addenda, and the accepted Proposal to the Board of Supervisors (Bid Proposal) by 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 or proposal of 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 will begin work within five (5) calendar days after receipt of said notice, in full compliance with said Section 8-1.04, and will complete all work within twenty-five (25) working days. Contractor agrees to pay liquidated damages pursuant to Section 8-1.10 of the Standard Specifications.**

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. If a dispute arises out of or relating to this Contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may initiate proceedings under Public Contract Code 20104 et al.

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 30 days prior written notice of such termination.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

BOARD OF SUPERVISORS
COUNTY OF TULARE
STATE OF CALIFORNIA

By_____
Chairman of the Board
of Supervisors

"County"

By _____

Title _____

By _____

Title _____

"Contractor"

Licensed in accordance with an act
providing for the registration of contractors.

License No. _____

Federal Employer Identification

Number _____

Dated: _____
APPROVED AS TO FORM,
County Counsel

By: _____
Deputy County Counsel

# 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 Agreement with the Obligee, dated the __th day of _____, _____ for construction of **ROAD 108 STREET IMPROVEMENTS PROJECT** which Agreement 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 Agreement during the original term of the Agreement 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.

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.

# STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code
Sections 3247 through 3252

**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 **ROAD 108 STREET IMPROVEMENTS PROJECT**, 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 the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond having been required or the said Principal in order to comply with the provisions of California Civil Code, Sections 3247 through 3252, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Statutory Provisions to the same extent as if they were copied at length herein.

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

# CERTIFICATION CONCERNING WORKERS' COMPENSATION INSURANCE

STATE OF CALIFORNIA )
) SS
COUNTY OF TULARE )

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date_____

_____
CONTRACTOR

# CONSTRUCTION
# OF
# ROAD 108 STREET IMPROVEMENTS
# PROJECT

## CONTRACT DOCUMENT CHECKLIST

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (six copies). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license 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 3247 through 3252 (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 3-1.04 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 state contractor's license required to perform the work under this Contract. A copy of the Contractor's license is sufficient.

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One

PETE VANDER POEL
District Two

PHILLIP A. COX
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

# RESOURCE MANAGEMENT AGENCY
## COUNTY OF TULARE
## AGENDA ITEM

**AGENDA DATE**: August 26, 2014

| | | | | |
|---|---|---|---|---|
| Public Hearing Required | Yes | ☐ | N/A | ☒ |
| Scheduled Public Hearing w/Clerk | Yes | ☐ | N/A | ☒ |
| Published Notice Required | Yes | ☐ | N/A | ☒ |
| Advertised Published Notice | Yes | ☐ | N/A | ☒ |
| Meet & Confer Required | Yes | ☐ | N/A | ☒ |
| Electronic file(s) has been sent | Yes | ☒ | N/A | ☐ |
| Budget Transfer (Aud 308) attached | Yes | ☐ | N/A | ☒ |
| Personnel Resolution attached | Yes | ☐ | N/A | ☒ |
| Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) | Yes | ☒ | N/A | ☐ |

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

**SUBJECT**: Authorization to Bid Road 108 Street Improvements Project

**REQUEST(S)**:

That the Board of Supervisors:

1. Adopt the Categorical Exemption prepared pursuant to the provisions of the California Environmental Quality Act (CEQA) for the Road 108 Street Improvements Project;
2. Authorize the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk;
3. Approve the Plans, Special Provisions, Proposal and Contract ("Bid Documents") for the construction of the Road 108 Street Improvements Project subject to review and approval as to from by County Counsel;
4. Authorize the Chairman of the Board of Supervisors to sign the Plans; and
5. Approve the advertisement for bids of the Road 108 Street Improvements Project.

**SUMMARY**:

The Road 108 Street Improvements Project will reconstruct approximately 1,600-feet of Road 108, starting at approximately 300-feet south of Avenue 336, and extending to approximately 1,300 feet north of Avenue 336. The completed roadway will consist of two 12-foot wide paved travel lanes and 4-foot wide graded shoulders, stabilized with decomposed granite.

This project has been determined to be Categorically Exempt from California Environmental Quality Act (CEQA) requirements under Section 15301(c) of the CEQA guidelines. The Notice of Exemption will be filed with the Tulare County Clerk/Recorder.

Construction is anticipated to begin in October 2014 subject to right of way acquisition.

**FISCAL IMPACT/FINANCING:**

There is no net cost to the County General Fund.

The remaining project costs are estimated to total $410,000, which includes $370,000 in construction costs (includes a contingency of 5%), $20,000 in engineering costs, and $20,000 in construction management and engineering costs.

The project will be paid for through funds in Trust 560, which had a balance of $838,837.70 through March of 2014. The accumulated expenses, not yet applied to Trust 560, totaled $398,640.24 through March of 2014, leaving a remaining balance of $440,197.46 to be applied towards the engineering and construction of this project.

**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.

**ADMINISTRATIVE SIGN-OFF:**

_____

Michael Bond, P.E. Date
Interim Assistant Director—Public Works

_____

Michael C. Spata Date
Associate Director

MB:br

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachments: Attachment A - Vicinity Map
Attachment B - Categorical Exemption
Attachment C - Bid Documents (on file with the Clerk of the Board)

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

**IN THE MATTER OF AUTHORIZATION TO BID ROAD 108 STREETS IMPROVEMENTS PROJECT** ) **Resolution No. _____**

UPON MOTION OF SUPERVISOR _____, SECONDED BY SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD AUGUST 26, 2014, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * * * * * * * * * * * * * * * *

1. Adopted the Categorical Exemption prepared pursuant to the provisions of the California Environmental Quality Act (CEQA) for the Road 108 Street Improvements Project;

2. Authorized the Environmental Assessment Officer, or designee, to sign and file the Notice of Exemption with the County Clerk;

3. Approved the Plans, Special Provisions, Proposal and Contract ("Bid Documents") for the construction of the Road 108 Street Improvements Project subject to review and approval as to from by County Counsel;

4. Authorized the Chairman of the Board of Supervisors to sign the Plans; and

5. Approved the advertisement for bids of the Road 108 Street Improvements Project.

# STATE OF CALIFORNIA
# COUNTY OF TULARE

## PROJECT PLANS FOR CONSTRUCTION OF
# ROAD 108 STREET IMPROVEMENTS PROJECT

**LEGEND**

| | |
|---|---|
| BCR | BEGIN CURB RETURN |
| CR | CROWN OF ROAD |
| C&G | CURB & GUTTER |
| DI | DRAINAGE INLET |
| EP | EDGE OF PAVEMENT |
| ECR | END CURB RETURN |
| ETW | EDGE OF TRAVEL WAY |
| ES | EDGE OF SHOULDER |
| FL | FLOW LINE |
| GB | GRADE BREAK |
| HP | HINGE POINT |
| P | PAVEMENT |
| TS | TOP OF SWALE |
| TC | TOP OF CURB |
| CMP | CORRUGATED METAL PIPE |
| OG | ORIGINAL GROUND |
| 000.00 | EXISTING ELEVATION |
| 000.00 | PROPOSED ELEVATION |
| S=0.0000 | SLOPE, IN FOOT PER FOOT |
| STA | STATION |
| (R) | "R" VALUE |
| | EXISTING PAVEMENT |
| | OG SHOULDER |
| | REMOVE AND REPLACE EXISTING |
| | PROPOSED PAVEMENT |
| | EXISTING |
| | PROPOSED |

**BENCH MARK**

FOUND RAILROAD SPIKE IN SERVICE POLE TO IRRIGATION PUMP AT SOUTH WEST CORNER OF DEMAREE ST. AND RIGGIN AVE.
ELEV.=315.3

**NOTES:**
1. EXISTING POWER POLE, STOP SIGNS, MAIL BOX, CURB AND GUTTER TO REMAIN PROTECTED IN PLACE.
2. GRADE ADJACENT GROUND TO NEW EDGE OF SHOULDERS.

## UTILITY CO. CONTACTS

1. SOUTHERN CALIFORNIA GAS COMPANY
   404 N. Tipton Street Visalia, CA. 93292
   Attention: David McClean (559) 793-2340
2. SOUTHERN CALIFORNIA EDISON COMPANY
   2425 S. Blackstone Street Tulare, CA. 93274
   Attention: Rebecca Winchester (559) 684-3539
3. AT&T
   710 S. Kaweah St. Exeter, CA. 93221
   Attention: Josh Chappell (559) 739-6441
4. COMCAST-CVATV
   710 S. Kaweah St. Exeter, CA. 93221
   Attention: Michael Corral (559) 735-2104

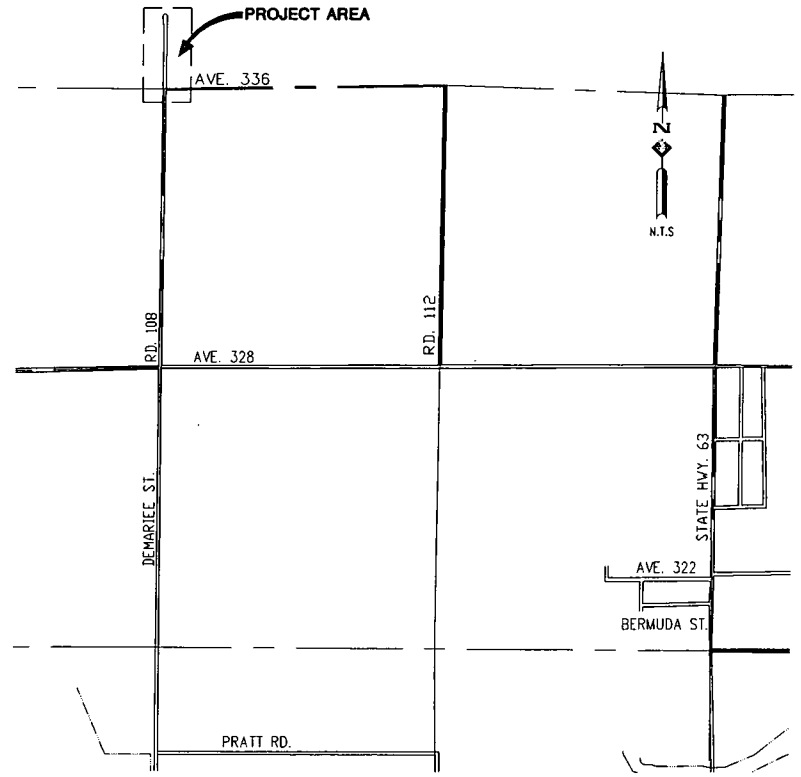
## GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE PER COUNTY OF TULARE IMPROVEMENT STANDARDS.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS BETWEEN CONTRACT DRAWINGS AND THE ACTUAL SITE CONDITIONS PRIOR TO COMMENCING ANY WORK IN QUESTION.
3. CONTRACTOR SHALL PROVIDE PEDESTRIAN, VEHICLE, WORKER AND TREE PROTECTION AS NECESSARY FOR THE FULL DURATION OF THE PROJECT.
4. CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE CONTRACT IN A SATISFACTORY MANNER; PROVIDING ALL MATERIALS, LABOR, EQUIPMENT AND INCIDENTALS NECESSARY TO COMPLETE THE WORK UNLESS SPECIFIED OTHERWISE.
5. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO COMMENCING WORK SO THAT SAID AGENCY MAY PRESERVE MONUMENTS AND BENCHMARKS, WHICH MAY NOT BE DISTURBED WITHOUT AGENCY CONSENT.
6. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COUNTY, HIS ENGINEER AND CONSULTANTS, THEIR OFFICERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL LIABILITY CLAIMS, LOSSES OR DAMAGES ARISING OR ALLEGED FROM THE PERFORMANCE OF THE WORK DESCRIBED ON THESE PLANS, NOT INCLUDING NEGLIGENCE ON THE PART OF THE COUNTY.
7. TWO UTILITY POLES IN CONSTRUCTION ZONE WILL BE RELOCATED BY SCE. OWNER SHALL COORDINATE WORK WITH SCE TO FACILITATE THEIR RELOCATION WORK. SEE SHEET 3 OF 3.
8. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE; HOWEVER, THE COUNTY OF TULARE AND THE ENGINEER ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION SHOWN, OR FOR THE INADVERTENT OMISSION OF ANY SUCH INFORMATION. THE CONTRACTOR SHALL COOPERATE WITH ALL UTILITY COMPANIES AND OTHER CONTRACTORS WORKING WITHIN THE LIMITS OF THIS PROJECT.
9. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, (INCLUDING THOSE OUTLINED BY CALOSHA, OSHA, AND MSHA) CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

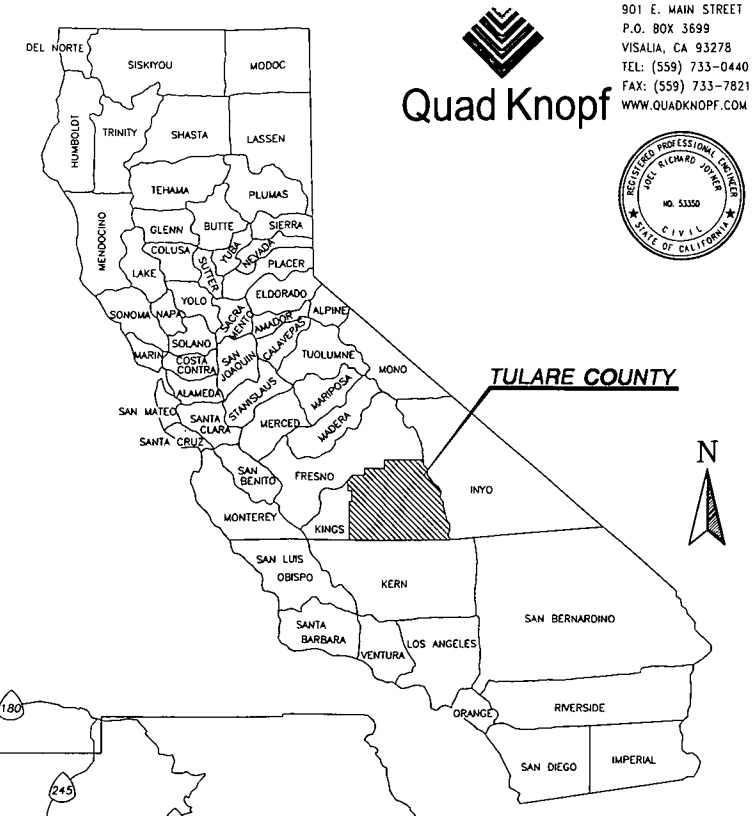
811 Know what's below. Call before you dig. 1-800-642-2444

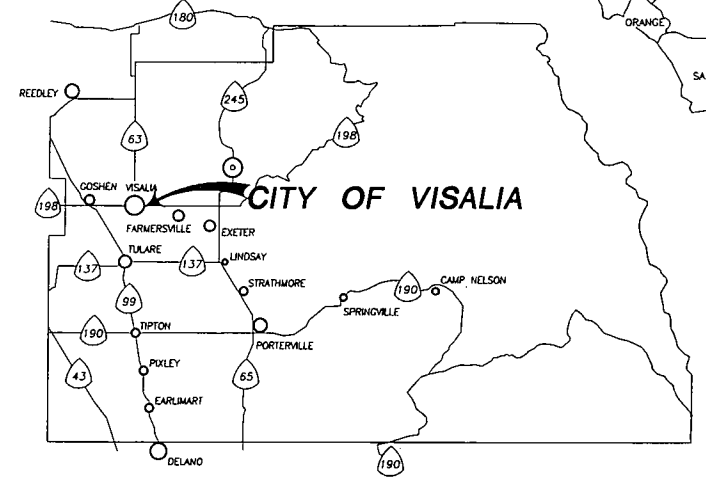
## SHEET INDEX


COVER SHEET ..... 1
ROAD 108 STREET - STREET IMPROV. (Sta. 60+00 to Sta. 70+00) ..... 2
ROAD 108 STREET - STREET IMPROV. (Sta. 70+00 to Sta. 76+03.45 ..... 3


***VISALIA LOCATION MAP***




***TULARE COUNTY***
No Scale

APPROVED BY: DATE:

PHILLIP COX, CHAIRMAN
COUNTY OF TULARE BOARD OF SUPERVISORS

APPROVED BY: DATE:

MICHAEL BOND, P.E. INTERIM ASSISTANT DIRECTOR-PUBLIC WORKS
COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY

SIGNED BY: DATE:

JIMMY T. YAMAKAWA, P.E. PROJECT MANAGER
COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY


Quad Knopf
901 E. MAIN STREET
P.O. BOX 3699
VISALIA, CA 93278
TEL: (559) 733-0440
FAX: (559) 733-7821
WWW.QUADKNOPF.COM


REGISTERED PROFESSIONAL ENGINEER — JEFF RICHARD JORDAN — NO. 53350 — CIVIL — STATE OF CALIFORNIA

REVISIONS

| No. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | | | |

TULARE COUNTY
RESOURCE MANAGEMENT AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277

COUNTY OF TULARE — CALIFORNIA — RANCHO

COVER SHEET
ROAD 108 IMPROVEMENTS PROJECT
TULARE COUNTY

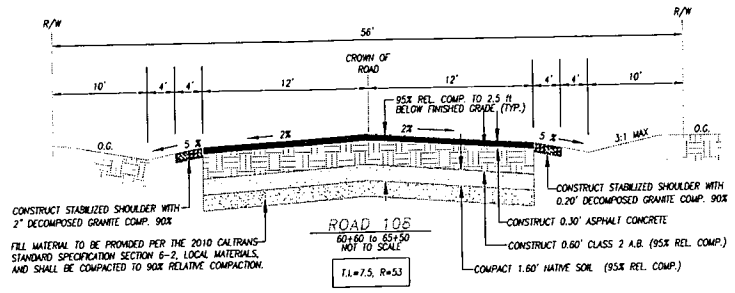
| | |
|---|---|
| SCALE | N.T.S. |
| DIVISION | DESIGN |
| JOB NO. | 140277 |
| DESIGNED | RJ |
| DRAWN | JG |
| CHECKED | MM |
| FILE | 140277-01-COVER.dwg |
| DATE | Aug-5-2014 04:03PM |

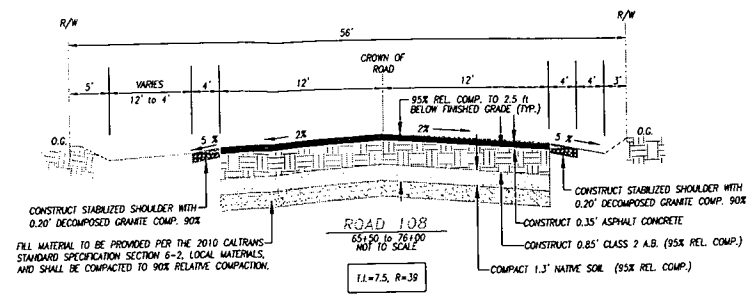
SHEET No. 1 OF 3

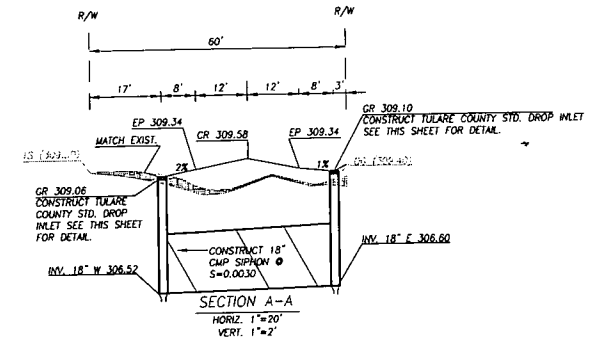
L:\Projects\2004\04767\ACAD\IMPROVEMENTS\04767-01-COVER.dwg 4/23/2007 10:08:54 AM PDT

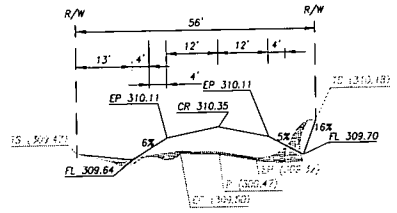
## LEGEND

| | |
|---|---|
| BCR | BEGIN CURB RETURN |
| CR | CROWN OF ROAD |
| C&G | CURB & GUTTER |
| DI | DRAINAGE INLET |
| EP | EDGE OF PAVEMENT |
| ECR | END CURB RETURN |
| ETW | EDGE OF TRAVEL WAY |
| ES | EDGE OF SHOULDER |
| FL | FLOW LINE |
| GB | GRADE BREAK |
| HP | HINGE POINT |
| P | PAVEMENT |
| TS | TOP OF SWALE |
| TC | TOP OF CURB |
| CMP | CORRUGATED METAL PIPE |
| OG | ORIGINAL GROUND |
| 000.00 | EXISTING ELEVATION |
| 000.00 | PROPOSED ELEVATION |
| S=0.0000 | SLOPE, IN FOOT PER FOOT |
| STA | STATION |
| (00) | "R" VALUE |
| | EXISTING PAVEMENT |
| | DG SHOULDER |
| | REMOVE AND REPLACE EXISTING |
| | PROPOSED PAVEMENT |
| | EXISTING |
| | PROPOSED |



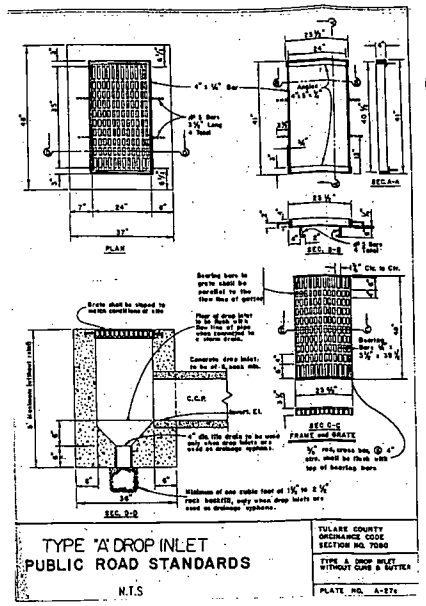




**BENCH MARK**

FOUND RAILROAD SPIKE IN SERVICE POLE TO IRRIGATION PUMP AT SOUTH WEST CORNER OF DEMAREE ST. AND RIGGIN AVE.
ELEV.=315.3

**NOTES:**

1. EXISTING POWER POLE, STOP SIGNS, MAIL BOX, CURB AND GUTTER TO REMAIN PROTECTED IN PLACE.
2. GRADE ADJACENT GROUND TO NEW EDGE OF SHOULDERS.




# TULARE COUNTY STANDARD DROP INLET


Quad Knopf
901 E. MAIN STREET
P.O. BOX 3699
VISALIA, CA 93278
TEL: (559) 733-0440
FAX: (559) 733-7821
WWW.QUADKNOPF.COM

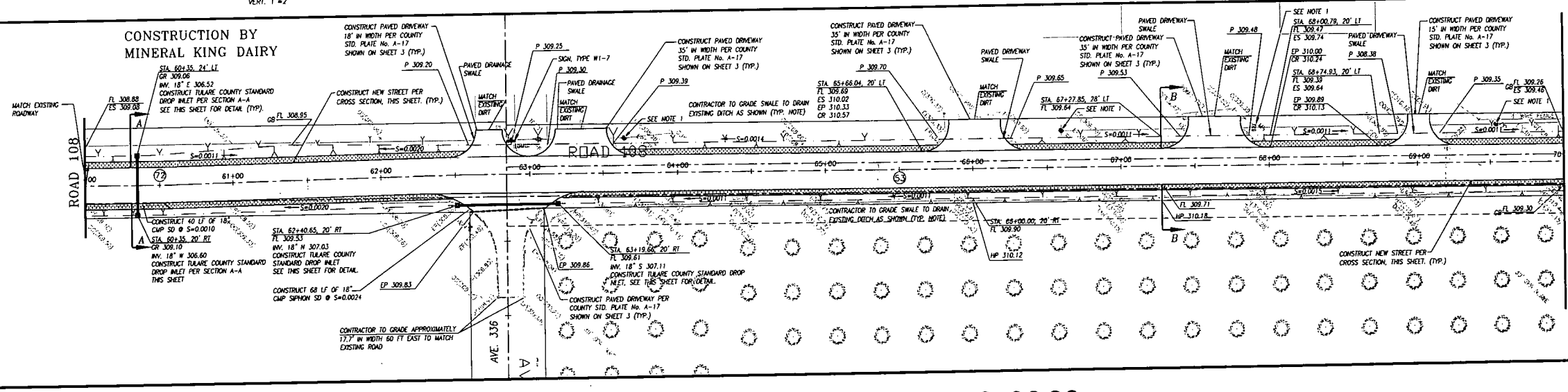

REGISTERED PROFESSIONAL ENGINEER — JEFF RICHARD JONES — NO. 53350 — CIVIL — STATE OF CALIFORNIA

REVISIONS

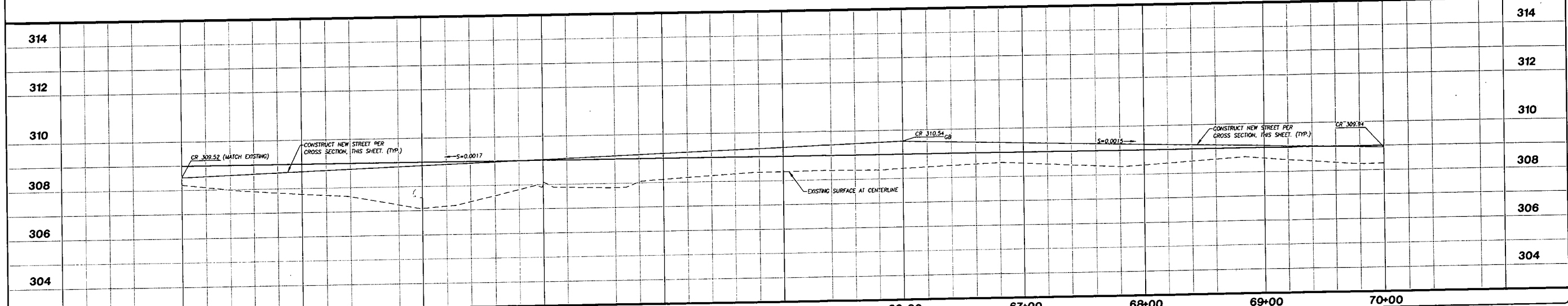
| No. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | | | |

TULARE COUNTY RESOURCE MANAGEMENT AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277

CONSTRUCTION BY MINERAL KING DAIRY




## ROAD 108- STA 63+50.00 - 73+00.00




STA. 60+00.00 TO 70+00.00
ROAD 108 IMPROVEMENTS PROJECT
TULARE COUNTY

| | |
|---|---|
| SCALE | 1"=40' |
| DIVISION | DESIGN |
| JOB NO. | 140277 |
| DESIGNED | RJ |
| DRAWN | JG |
| CHECKED | MM |
| FILE | 140277-02-RD 108-CD.dwg |
| DATE | Aug-5-2014 04:04PM |
| SHEET No. | 2 of 3 |

**LEGEND**

| | |
|---|---|
| BCR | BEGIN CURB RETURN |
| CR | CROWN OF ROAD |
| C&G | CURB & GUTTER |
| DI | DRAINAGE INLET |
| EP | EDGE OF PAVEMENT |
| ECR | END CURB RETURN |
| ETW | EDGE OF TRAVEL WAY |
| ES | EDGE OF SHOULDER |
| FL | FLOW LINE |
| GB | GRADE BREAK |
| HP | HINGE POINT |
| P | PAVEMENT |
| TS | TOP OF SWALE |
| TC | TOP OF CURB |
| CMP | CORRUGATED METAL PIPE |
| OG | ORIGINAL GROUND |
| (000.00) | EXISTING ELEVATION |
| 000.00 | PROPOSED ELEVATION |
| S=0.0000 | SLOPE, IN FOOT PER FOOT |
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| | REMOVE AND REPLACE EXISTING |
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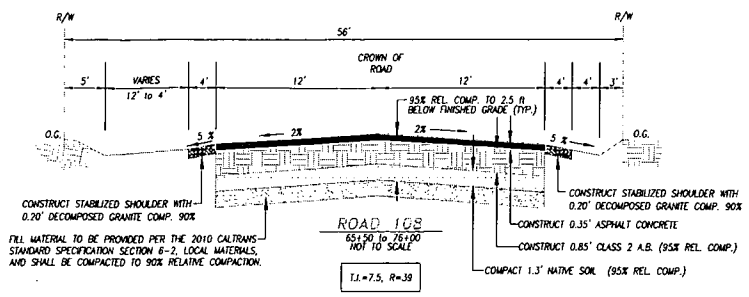
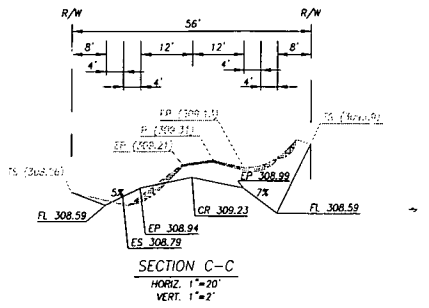
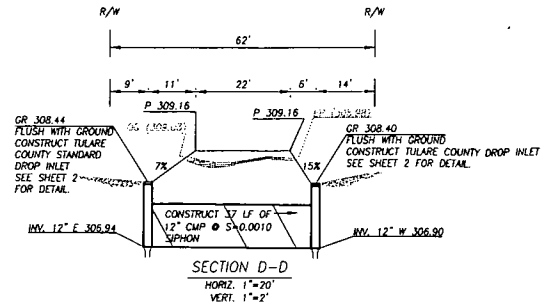
| | Existing |
| | PROPOSED |



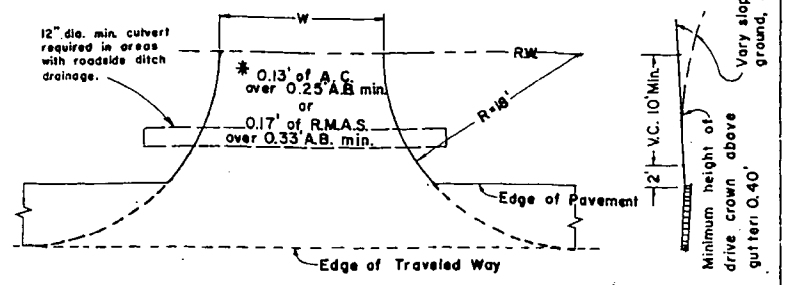




SECTION C-C
HORIZ. 1"=20'
VERT. 1"=2'




SECTION D-D
HORIZ. 1"=20'
VERT. 1"=2'

* NOTE:
If County maintained road is surfaced with A.C. then A.C. approach is required. If County maintained road is R.M.A.S. surfacing then R.M.A.S. or A.C. approach is required.




**RURAL DRIVEWAY**

| TYPE | W-MIN. | W-MAX. |
|---|---|---|
| Residential | 9' | 24' |
| Commercial | 15' | 35' |

REVISED | 7-10-79 | G.R.M.

**NOTES:**
1. All commercial drives shall be of urban type except in mountain areas where approved by Engineer.
2. Where drives are constructed on diked roads, the A.C. dike shall be extended down the drive to R.W.

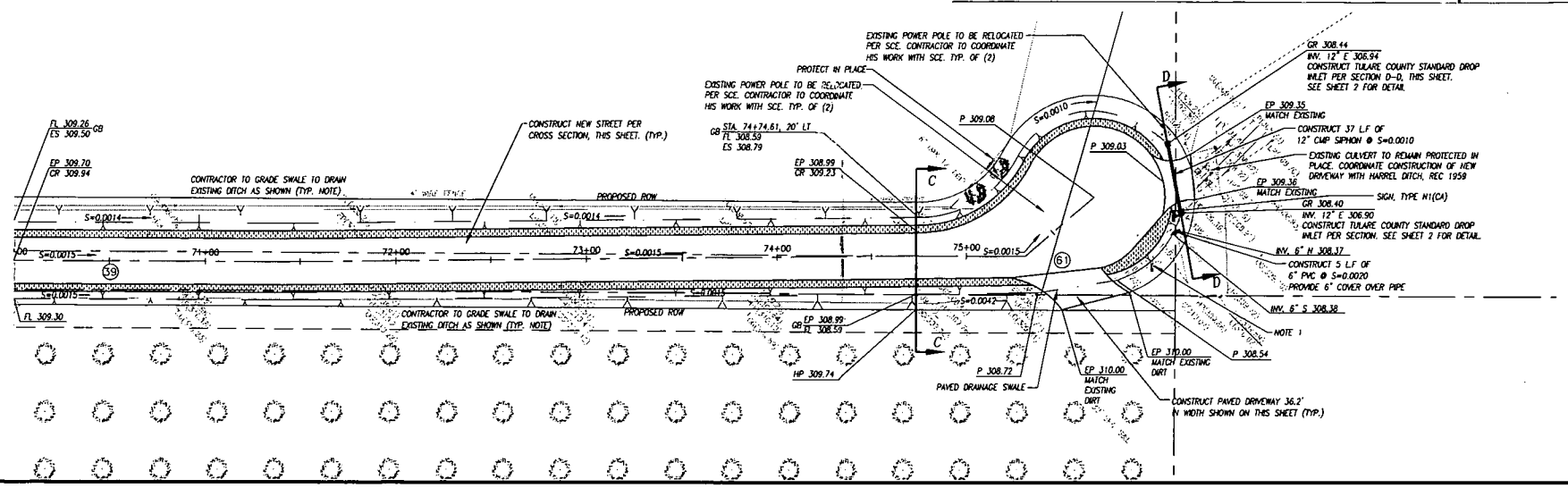
# PUBLIC ROAD STANDARDS

TULARE COUNTY ORDINANCE CODE SECTION NO. 7080

DRIVEWAY DETAILS

PLATE NO. A-17

N.T.S.




**BENCH MARK**

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ELEV.=315.3

**NOTES:**
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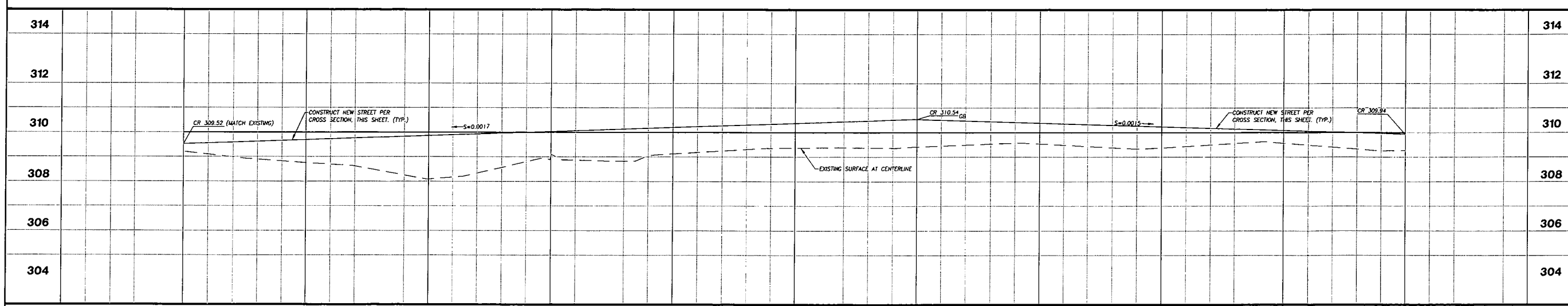
# ROAD 108- STA 63+50.00 - 73+00.00





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REGISTERED PROFESSIONAL ENGINEER JOHN RICHARD JOYNER NO. 53350 CIVIL STATE OF CALIFORNIA

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | | | |

TULARE COUNTY RESOURCE MANAGEMENT AGENCY
5961 SOUTH MOONEY BLVD.
VISALIA, CA 93277

COUNTY OF TULARE RESOURCE MANAGEMENT AGENCY

STA. 60+00.00 TO 70+00.00
ROAD 108 IMPROVEMENTS PROJECT
TULARE COUNTY

| | |
|---|---|
| SCALE | 1"=40' |
| DIVISION | DESIGN |
| JOB NO. | 140277 |
| DESIGNED | RJ |
| DRAWN | JG |
| CHECKED | MM |
| FILE | 140277-03-RD 108-GD.dwg |
| DATE | Aug-5-2014 04:05PM |
| SHEET No. | 3 OF 3 |

L:\Projects\2004\04767\CAD\IMPROVEMENTS\04767-03-RD 108-GD.dwg 4/23/2007 10:35:53 AM PDT