

COUNTY OF TULARE

STATE OF CALIFORNIA

SPECIAL PROVISIONS
PROPOSAL AND CONTRACT

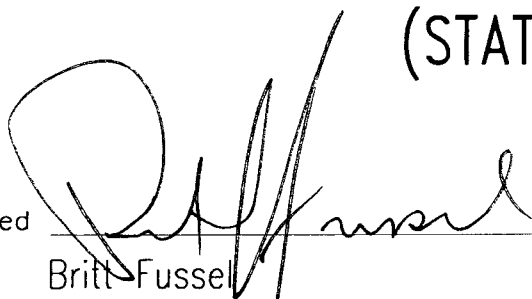
= FOR CONSTRUCTION OF =

RESERVATION ROAD
SAFETY IMPROVEMENTS

FUNDED BY

STATE TRANSPORTATION IMPROVEMENT PROGRAM
(STATE ONLY)

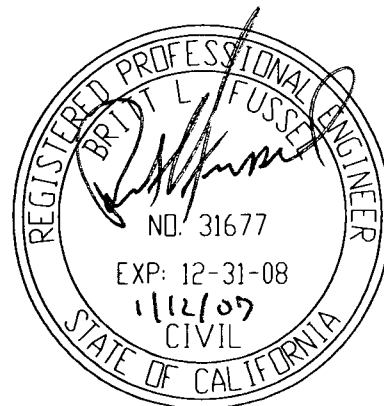
Approved



Britt L. Fussell
Assistant Director, Engineering
Tulare County Resource Management Agency

Date

1/12/07



For use in connection with the Standard Specifications dated
May 2006 and the Standard Plans dated May 2006 as amended
of the Department of Transportation of the State of California.

RESERVATION ROAD SAFETY IMPROVEMENTS

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COUNTY OF TULARE

STATE OF CALIFORNIA

NOTICE TO CONTRACTORS

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

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

RESERVATION ROAD SAFETY IMPROVEMENTS

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 10 o'clock a.m. on Wednesday, February 28, 2007, at which time they will be publicly opened and read at said location.

General work description: Construct two eastbound and three westbound safety turnouts on Reservation Road (M-137) from SR 190 to the Tule Indian Reservation border.

Plans, specifications, and proposal forms for bidding this project can only be obtained at the Resource Management Agency, 5961 South Mooney Boulevard, Visalia, CA, 93277. There is no fee for the documents.

Technical questions should be directed to Philip Slitor, Design Engineer, Resource Management Agency, County of Tulare, Visalia, California at (559) 733-6291.

No prebid meeting is scheduled for this project.

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 for the Base Bid or else bid will be considered unresponsive.

At the time the bid is submitted, the Contractor shall possess either a current, valid, California Class A Contractor's license or a combination of C-12 and C-32 licenses.

The successful bidder must provide the performance bond, payment bond, workers compensation certificate, and liability insurance policy required by the special provisions and contract. One million dollars (\$1,000,000) 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>.

The Contractor 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 the next 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, 2006 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.

C. BRIAN HADDIX
County Administrative Officer/
Clerk, Board of Supervisors.

By Original Signed
Deputy

SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 (hereafter referred to as the "Standard Specifications"), the Standard Plans dated July 2002 (hereafter referred to as the "Standard Plans"), of the Department of Transportation of the State of California, the project plans described below, and in accordance with 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, Definition of Terms, of the Standard Specifications, shall be interpreted as follows:

TERM	INTERPRETATION
a 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.
b Deputy Director Transportation Engineering Designee, or District Director	County Administrative Officer
c 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.

The project plans for this project were approved January 23, 2007 and are entitled:

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

RESERVATION ROAD SAFETY IMPROVEMENTS

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

In case of conflict between the Standard Plans and the project plans, the project plans shall take precedence over and be used in lieu of such conflicting plans.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specification is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

STANDARD SPECIAL PROVISIONS AMENDMENTS TO May 2006 STANDARD SPECIFICATIONS

UPDATED NOVEMBER 3, 2006

AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS

UPDATED NOVEMBER 3, 2006

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SECTION 1: DEFINITIONS AND TERMS

Issue Date: October 6, 2006

Section 1-1.01, "General," of the Standard Specifications is amended by adding the following:

- The Department is gradually changing the style and language of the specifications. The new style and language includes:

1. Use of:
 - 1.1. Imperative mood
 - 1.2. Introductory modifiers
 - 1.3. Conditional clauses
2. Elimination of:
 - 2.1. Language variations
 - 2.2. Definitions for industry-standard terms
 - 2.3. Redundant specifications
 - 2.4. Needless cross-references

- The use of this new style does not change the meaning of a specification not yet using this style.

- The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

- Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

- A list in the specifications is inclusive unless the items listed are specified as choices.

- Interpret terms as defined in the Contract documents. A term not defined in the Contract documents has the meaning defined in Means Illustrated Construction Dictionary, Condensed Version, Second Edition.

Section 1, "Definitions and Terms," of the Standard Specifications is amended by adding the following sections:

1-1.082 BUSINESS DAY

- Day on the calendar except Saturday or holiday.

1-1.084 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

- The California Manual on Uniform Traffic Control Devices for Streets and Highways (California MUTCD) is issued by the Department of Transportation and is the Federal Highway Administration's MUTCD 2003 Edition, as amended for use in California.

1-1.245 HOLIDAY

- Day designated as a State holiday under Govt Code § 6700 et seq. except September 9th, "Admission Day." The day after Thanksgiving Day is a non-working day. Interpret "legal holiday" as "holiday."

Section 1-1.255, "Legal Holidays," of the Standard Specifications is deleted.

Section 1-1.265, "Manual on Uniform Traffic Control Devices," of the Standard Specifications is deleted.

Section 1-1.266, "Manual on Uniform Traffic Control Devices California Supplement," of the Standard Specifications is deleted.

Section 1-1.39 "State," of the Standard Specifications is amended to read:

1-1.39 STATE

- The State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work.

SECTION 3: AWARD AND EXECUTION OF CONTRACT

Issue Date: November 3, 2006

Item B of the first paragraph of Section 3-1.025, "Insurance Policies," of the Standard Specifications is amended to read:

- B. Certificate of Insurance showing all other required coverages. Certificates of Insurance, as evidence of required insurance for the auto liability and any other required policy shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.

Section 3-1.03, "Execution of Contract," of the Standard Specifications is amended to read:

3-1.03 EXECUTION OF CONTRACT

- The contract shall be signed by the successful bidder and returned, together with the contract bonds and the documents identified in Section 3-1.025, "Insurance Policies," within 10 business days of receiving the contract for execution.

Section 3-1.04, "Failure to Execute Contract," of the Standard Specifications is amended to read:

3-1.04 FAILURE TO EXECUTE CONTRACT

- Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3-1.03, "Execution of Contract," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the proposal guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

SECTION 7: LEGAL RELATIONS AND RESPONSIBILITIES

Issue Date: October 6, 2006

Section 7-1.01A(6), "Workers' Compensation," of the Standard Specifications is amended to read:

7-1.01A(6) (Blank)

The first sentence of the eighth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

- Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Part 6 of the California MUTCD.

The sixteenth paragraph of Section 7-1.09, "Public Safety," of the Standard Specifications is amended to read:

- When vertical clearance is temporarily reduced to 15.5 feet or less, low clearance warning signs shall be placed in accordance with Part 2 of the California MUTCD and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.

Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications is amended to read:

7-1.12 INDEMNIFICATION AND INSURANCE

- The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.025, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A Indemnification

- The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's performance of this contract for:

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

- Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by the Contractor that occurred during the course of the work. No inspection by the State is a waiver of full compliance with these requirements.

- The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the State reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

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

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

7-1.12B Insurance

7-1.12B(1) General

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

7-1.12B(2) Casualty Insurance

- The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

7-1.12B(3) Workers' Compensation and Employer's Liability Insurance

- In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.

- In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

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.

- Contract execution constitutes certification submittal.
- The Contractor shall provide Employer's Liability Insurance in amounts not less than:
 1. \$1,000,000 for each accident for bodily injury by accident
 2. \$1,000,000 policy limit for bodily injury by disease
 3. \$1,000,000 for each employee for bodily injury by disease
- If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

7-1.12B(4) Liability Insurance

7-1.12B(4)(a) General

- The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards

5. Personal injury
6. Contractual liability

- The Contractor shall ensure that all of its subcontractors carry sufficient insurance coverage that the Contractor deems adequate based on the size, duration, and hazards of the subcontracted work.

7-1.12B(4)(b) Liability Limits/Additional Insureds

- The limits of liability shall be at least the amounts shown in the following table:

Total Bid	For Each Occurrence ¹	Aggregate for Products/Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
≤\$25,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$25,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$15,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

- The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04

- Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

7-1.12B(4)(c) Contractor's Insurance Policy is Primary

- The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and shall not be called upon to contribute with this insurance.

7-1.12B(5) Automobile Liability Insurance

- The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

7-1.12B(6) Policy Forms, Endorsements, and Certificates

- The Contractor shall provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

7-1.12B(7) Deductibles

- The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

7-1.12B(8) Enforcement

- The Department may assure the Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Contractor shall submit to the Department evidence of renewal or replacement of the policy.
- If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."
- The Contractor is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.
- Minimum insurance coverage amounts do not relieve the Contractor for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this contract.

7-1.12B(9) Self-Insurance

- Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.
- If the Contractor uses a self-insurance program or self-insured retention, the Contractor shall provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the contract is the Contractor's acknowledgement that the Contractor will be bound by all laws as if the Contractor were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22.

SECTION 12: CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Issue Date: October 6, 2006

The first sentence of the second paragraph of Section 12-1.01, "Description," of the Standard Specifications is amended to read:

- Attention is directed to Part 6 of the California MUTCD.

Section 12-2.01, "Flaggers," of the Standard Specifications is amended to read:

12-2.01 FLAGGERS

- Flaggers while on duty and assigned to traffic control or to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in conformance with Part 6 of the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor at the Contractor's expense.

The first paragraph of Section 12-3.01, "General," of the Standard Specifications is amended to read:

- In addition to the requirements in Part 6 of the California MUTCD, all devices used by the Contractor in the performance of the work shall conform to the provisions in this Section 12-3.

The second sentence of the first paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

- Construction area signs are shown in or referred to in Part 6 of the California MUTCD.

The first sentence of the fourth paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

- All construction area signs shall conform to the dimensions, color and legend requirements of the plans, Part 6 of the California MUTCD and these specifications.

The first sentence of the eighth paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications is amended to read:

- Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements in Part 6 of the California MUTCD.

SECTION 49: PILING

Issue Date: May 1, 2006

The first sentence of the sixth paragraph of Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

- Indicator compression pile load testing shall conform to the requirements in ASTM Designation: D 1143-81.

The first sentence of the seventh paragraph of Section 49-1.03, "Determination of Length," of the Standard Specifications is amended to read:

- Indicator tension pile load testing shall conform to the requirements in ASTM Designation: D 3689-90.

SECTION 51: CONCRETE STRUCTURES

Issue Date: September 15, 2006

The first sentence of the eleventh paragraph of Section 51-1.05, "Forms," of the Standard Specifications is amended to read:

- Form panels for exposed surfaces shall be furnished and placed in uniform widths of not less than 3 feet and in uniform lengths of not less than 6 feet, except at the end of continuously formed surfaces where the final panel length required is less than 6 feet.

The first sentence of the eleventh paragraph of Section 51-1.06C, "Removing Falsework," of the Standard Specifications is amended to read:

- Falsework for box culverts and other structures with decks lower than the roadway pavement and with span lengths of 14 feet or less shall not be released until the last placed concrete has attained a compressive strength of 1,600 psi, provided that curing of the concrete is not interrupted.

The table in the sixth paragraph of Section 51-1.12F, "Sealed Joints," of the Standard Specifications is amended to read:

Movement Rating (MR)	Seal Type
$MR \leq 5/8$ inch	Type A or Type B
$5/8$ inch $< MR \leq 1-1/4$ inches	Type A (silicone only) or Type B
$1-1/4$ inches $< MR \leq 2$ inches	Type B
2 inches $< MR \leq 4$ inches	Joint Seal Assembly (Strip Seal)
$MR > 4$ inches	Joint Seal Assembly (Modular Unit) or Seismic Joint

The first sentence of the eleventh paragraph of Section 51-1.12F(3)(b), "Type B Seal," of the Standard Specifications is amended to read:

- Samples of the prefabricated joint seals, not less than 3 feet in length, will be taken by the Engineer from each lot of material.

The fourth and fifth sentences of the sixth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications are amended to read:

- Each ply of fabric shall have a breaking strength of not less than 800 pounds per inch of width in each thread direction when 3" x 36" samples are tested on split drum grips. The bond between double plies shall have a minimum peel strength of 20 pounds per inch.

The hardness (Type A) requirement in the table in the eighth paragraph of Section 51-1.12H(1), "Plain and Fabric Reinforced Elastomeric Bearing Pads," of the Standard Specifications is amended to read:

Hardness (Type A)	D 2240 with 2kg mass.	55 \pm 5
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The first sentence of subparagraph A of the first paragraph of Section 51-1.12H(2), "Steel Reinforced Elastomeric Bearings," of the Standard Specifications is amended to read:

- The bearings shall consist of alternating steel laminates and internal elastomer laminates with top and bottom elastomer covers. Steel laminates shall have a nominal thickness of 0.075 inch (14 gage).

The third sentence of the fourth paragraph of Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications is amended to read:

- The surfaces shall have a profile trace showing no high points in excess of 0.25 inch, and the portions of the surfaces within the traveled way shall have a profile count of 5 or less in any 100-foot section.

SECTION 52: REINFORCEMENT

Issue Date: May 30, 2006

The table in the eleventh paragraph of Section 52-1.07, "Placing," of the Standard Specifications is amended to read:

Height Zone (H) (Feet above ground)	Wind Pressure Value (psf)
$H \leq 30$	20
$30 < H \leq 50$	25
$50 < H \leq 100$	30
$H > 100$	35

The table in the second paragraph of Section 52-1.08B(1), "Mechanical Splices," of the Standard Specifications is amended to read:

Reinforcing Bar Number	Total Slip
4	0.010-inch
5	0.010-inch
6	0.010-inch
7	0.014-inch
8	0.014-inch
9	0.014-inch
10	0.018-inch
11	0.018-inch
14	0.024-inch
18	0.030-inch

The subparagraph under the sixth paragraph of Section 52-1.08B(2), "Butt Welded Splices," of the Standard Specifications is amended to read:

- The minimum preheat and interpass temperatures shall be 400° F for Grade 40 bars and 600° F for Grade 60 bars. Immediately after completing the welding, at least 6 inches of the bar on each side of the splice shall be covered by an insulated wrapping to control the rate of cooling. The insulated wrapping shall remain in place until the bar has cooled below 200° F.

The first sentence of the fifth paragraph of Section 52-1.08C, "Service Splice and Ultimate Butt Splice Testing Requirements," of the Standard Specifications is amended to read:

- Prequalification and production sample splices shall be 1) a minimum length of 5 feet for reinforcing bars No. 9 and smaller, and 6.5 feet for reinforcing bars No. 10 and larger, with the splice located at mid-point; and 2) suitably identified before shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals.

The second sentence of the second paragraph of Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," of the Standard Specifications is amended to read:

- Control bars shall be 1) a minimum length of 5 feet for reinforcing bars No. 9 and smaller, and 6.5 feet for reinforcing bars No. 10 and larger, and 2) suitably identified before shipment with weatherproof markings that do not interfere with the Engineer's tamper-proof markings or seals.

SECTION 55: STEEL STRUCTURES

Issue Date: May 1, 2006

The CVN impact value for Grade HPS 50W in the table in the fifth paragraph of Section 55-2.01, "Description," of the Standard Specifications is amended to read:

Grade HPS 50W* (4 inches and under in thickness)	20 at 10° F
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Subparagraph B of the first paragraph of Section 55-3.10, "Fastener Threads," of the Standard Specifications is amended to read:

- Internal threads shall conform to the requirements in ASTM Designation: A 563.

The third paragraph of Section 55-3.19, "Bearings and Anchorages," of the Standard Specifications is amended to read:

- Immediately before setting bearing assemblies or masonry plates directly on ground concrete surfaces, the Contractor shall thoroughly clean the surfaces of the concrete and the metal to be in contact and shall apply a coating of polysulfide or polyurethane caulking conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use M, to contact areas to provide full bedding.

Subparagraph D of the first paragraph of Section 55-4.01, "Measurement," of the Standard Specifications is amended to read:

- To determine the pay quantities of galvanized metal, the weight to be added to the calculated weight of the base metal for the galvanizing will be determined from the table of weights of zinc coatings specified in ASTM Designation: A 153/A 153M.

SECTION 59: PAINTING

Issue Date: May 1, 2006

The third paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- Contact surfaces of stiffeners, railings, built up members or open seam exceeding 6 mils in width that would retain moisture, shall be caulked with polysulfide or polyurethane sealing compound conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O, or other approved material.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements in SSPC-PA 2, "Measurement of Dry Coating Thickness with Magnetic Gages," of the "SSPC: The Society for Protective Coatings," except that there shall be no limit to the number or location of spot measurements to verify compliance with specified thickness requirements.

SECTION 75: MISCELLANEOUS METAL

Issue Date: May 1, 2006

The last sentence of the thirteenth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Thread dimensions for internally threaded concrete anchorage devices shall conform to the requirements in ASTM Designation: A 563.

The twenty-fourth paragraph of Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications is amended to read:

- Sealing compound, for caulking and adhesive sealing, shall be a polysulfide or polyurethane material conforming to the requirements in ASTM Designation: C 920, Type S, Grade NS, Class 25, Use O.

Subparagraph C of the fourth paragraph of Section 75-1.035, "Bridge Joint Restrainer Units," of the Standard Specifications is amended to read:

- Nuts shall conform to the requirements in ASTM Designation: A 563 including Appendix X1, except lubrication is not required.

The sixth paragraph of Section 75-1.05, "Galvanizing," of the Standard Specifications is amended to read:

- Galvanizing of iron and steel hardware and nuts and bolts, when specified or shown on the plans, shall conform to the requirements in ASTM Designation: A 153/A 153M, except

whenever threaded studs, bolts, nuts, and washers are specified to conform to the requirements in ASTM Designation: A 307, A 325, A 449, A 563, or F 436 and zinc coating is required, they shall be hot-dip zinc coated or mechanically zinc coated in conformance with the requirements in the ASTM Designations. Unless otherwise specified, galvanizing shall be performed after fabrication.

The eighth paragraph of Section 75-1.05, "Galvanizing," of the Standard Specifications is amended to read:

- Tapping of nuts or other internally threaded parts to be used with zinc coated bolts, anchor bars or studs shall be done after galvanizing and shall conform to the requirements for thread dimensions and overlapping allowances in ASTM Designation: A 563.

SECTION 86: SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

Issue Date: October 6, 2006

The first sentence of the first paragraph of Section 86-4.06, "Pedestrian Signal Faces," of the Standard Specifications is amended to read:

- Message symbols for pedestrian signal faces shall be white WALKING PERSON and Portland orange UPRAISED HAND conforming to the requirements in the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and the "California MUTCD."

The second sentence of the tenth paragraph of Section 86-4.07, "Light Emitting Diode Pedestrian Signal Face 'Upraised Hand' Module," of the Standard Specifications is amended to read:

- The color of "UPRAISED HAND" shall be Portland orange conforming to the requirements of the Institute of Transportation Engineers Standards: "Pedestrian Traffic Control Signal Indications" and the "California MUTCD."

SECTION 91: PAINT

Issue Date: May 1, 2006

Section 91-3, "Paints for Timber," of the Standard Specifications is amended to read:

91-3 PAINTS FOR TIMBER

91-3.01 WOOD PRIMER, LATEX-BASE

Classification:

- This specification covers a ready-mixed priming paint for use on unpainted wood or exterior woodwork. It shall conform with the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for exterior wood primers, and be listed on the Exterior Latex Wood Primer MPI List Number 6.

91-3.02 PAINT; LATEX-BASE FOR EXTERIOR WOOD, WHITE AND TINTS

Classification:

- This specification covers a ready-mixed paint for use on wood surfaces subject to outside exposures. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products List:

- A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
- B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
- C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

- Unpainted wood shall first be primed with wood primer conforming to the provisions in Section 91-3.01, "Wood Primer, Latex-Base."

Section 91-4, "Miscellaneous Paints," of the Standard Specifications is amended to read:

91-4 MISCELLANEOUS PAINTS

91-4.01 THROUGH 91-4.04 (BLANK)

91-4.05 PAINT; ACRYLIC EMULSION, EXTERIOR WHITE AND LIGHT AND MEDIUM TINTS

Classification:

- This specification covers an acrylic emulsion paint designed for use on exterior masonry. This paint shall conform to the requirements in the Detailed Performance Standards of the Master Painters Institute (MPI) for Paint, Latex, Exterior, and shall be listed on the following MPI Approved Products Lists:

- A. Exterior Latex, Flat MPI Gloss Level 1, MPI List Number 10.
- B. Exterior Latex, Semi-Gloss, MPI Gloss Level 5, MPI List Number 11.
- C. Exterior Latex, Gloss, MPI Gloss Level 6, MPI List Number 119.

- This paint may be tinted by using "universal" or "all purpose" concentrates.

SECTION 92: ASPHALTS

Issue Date: November 3, 2006

Section 92, "Asphalts," of the Standard Specifications is amended to read:

92-1.01 DESCRIPTION

- Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

92-1.02 MATERIALS

GENERAL

- Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>

- Transport, store, use, and dispose of asphalt safely.
- Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

GRADES

- Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % ^b	T 44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test, ^c Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R 28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- Use as asphalt rubber base stock for high mountain and high desert area.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- Test the sample at 3°C higher if it fails at the specified test temperature. G*/sin(delta) remains 5000 kPa maximum.
- "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- "PAV" means Pressurized Aging Vessel.

- Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

Performance Graded Polymer Modified Asphalt Binder ^a

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
Original Binder				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % ^b	T 44 ^c	98.5	98.5	98.5
Viscosity at 135°C, ^d Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test , Mass Loss, Maximum, %	T 240	0.60	0.60	0.60
RTFO Test Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery ^f , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV ^g Aging, Temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

- Do not modify PG Polymer Modified using acid modification.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- The Department allows ASTM D 5546 instead of AASHTO T 44
- The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- Test temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.
- Tests without a force ductility clamp may be performed.
- "PAV" means Pressurized Aging Vessel.

SAMPLING

- Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.
- Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter
 2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
 3. Maintained in good condition
- Replace failed valves.
 - In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

92-1.03 EXECUTION

- If asphalt is applied, you must comply with the heating and application specifications for liquid asphalt in Section 93, "Liquid Asphalts."

92-1.04 MEASUREMENT

- If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."
 - The Engineer determines the asphalt weight from volumetric measurements if you:
 1. Use a partial asphalt load
 2. Use asphalt at a location other than a mixing plant and no scales within 20 miles are available and suitable
 3. Deliver asphalt in either of the following:
 - 3.1. A calibrated truck with each tank accompanied by its measuring stick and calibration card
 - 3.2. A truck equipped with a calibrated thermometer that determines the asphalt temperature at the delivery time and with a vehicle tank meter complying with the specifications for weighing, measuring, and metering devices in Section 9-1.01, "Measurement of Quantities"
- If you furnish asphalt concrete from a mixing plant producing material for only one project, the Engineer determines the asphalt quantity by measuring the volume in the tank at the project's start and end provided the tank is calibrated and equipped with its measuring stick and calibration card.
 - The Engineer determines pay quantities from volumetric measurements as follows:
 1. Before converting the volume to weight, the Engineer reduces the measured volume to that which the asphalt would occupy at 60 °F.
 2. The Engineer uses 235 gallons per ton and 8.51 pounds per gallon for the average weight and volume for PG and PG Polymer Modified asphalt grades at 60 °F.
 3. The Engineer uses the Conversion Table in Section 93, "Liquid Asphalts."

SECTION 93: LIQUID ASPHALTS

Issue Date: November 3, 2006

The ninth paragraph of Section 93-1.04, "Measurement," of the Standard Specifications is amended to read:

- The following Legend and Conversion Table is to be used for converting volumes of liquid asphalt products, Grades 70 to 3000, inclusive, and paving asphalt Grades PG 58-22, PG 64-10, PG 64-16, PG 64-28, and PG 70-10, and Grades PG 58-34 PM, PG 64-28 PM, and PG 76-22 PM.

END OF AMENDMENTS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL -- The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The Bid is to be completed and submitted in one sealed bid proposal submission package.

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

The first sentence of the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal.

SECTION 3 – AWARD OF CONTRACT, BONDS

3-1.01 AWARD OF CONTRACT

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

Section 3-1.01, "Award of Contract," of the Standard Specifications is amended to read:

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. The award, if made, will be made within 60 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 waivable and will cause a bid to be considered nonresponsive:

- Failure to sign the bid
- Failure to furnish the required bid bond
- Failure to include a total amount of the bid
- Failure to submit a completed addenda certification statement

The above list is not inclusive of all failures that the County will consider nonresponsive, 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 will be signed by the successful bidder and returned within 8 days, not including Saturday, Sunday or Tulare County legal holidays, after the bidder has received notice that the contract has been awarded.

3-1.02 BONDS

The Contractor shall file with the signed contract two bonds, these bonds shall be in the amount and for the purposes specified below. They shall be surety bonds and shall be issued by corporations duly and legally licensed to transact business in the State of California. They shall be maintained by the Contractor, at his expense, during the entire term of the contract.

A Performance Bond shall be furnished in the amount of one hundred percent (100%) of the contract price and shall guarantee faithful performance of the contract and shall 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 shall be furnished in the amount of one hundred percent (100%) of the contract price and shall 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 shall extend to 30 days after notice of completion is recorded.

All bonds required, whether Bid Bonds, Performance, Payment, or other Bonds, shall 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 and Performance Bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are in the form shown on pages 7D through 8D of 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.

SECTION 4. PROSECUTION AND PROGRESS.

4-1.01 BEGINNING OF WORK

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and to these special provisions.

The Contractor shall begin work within 15 calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration of the working days set forth in Article XIII of the Contract.

4-1.02 TIME OF COMPLETION

The number of working days for completion of work shall be in compliance with Section 8-1.03 of the Standard Specifications as modified by Article XIII of the Contract. Section 8-1.06 of the Standard Specifications is hereby revised to define holidays as County legal holidays. In the case of a conflict between the Standard Specifications and the Contract, the Contract shall prevail.

The Contractor shall submit to the Engineer a practicable progress schedule within 20 working days of approval of the contract, and within 10 working days of the Engineer's written request at any other time, in accordance with Section 8-1.04 "Progress Schedule" of the Standard Specifications.

4-1.03 LIQUIDATED DAMAGES

The sum to be paid as liquidated damages shall be set forth in section 8-1.07 of the Standard Specifications as modified by Article XIII of the Contract.

4-1.04 MAINTENANCE AND RESPONSIBILITY

The Bidder's attention is directed to Section 7-1.15 of the Standard Specifications and this special provision for the requirements and conditions.

The first two sentences of the first paragraph of Section 7-1.15, "Relief from Maintenance and Responsibility", are amended to read:

Upon the request of the Contractor, the Director of the Tulare County Resource Management Agency may relieve the Contractor of the duty of maintaining and protecting certain portions of the work as described below, which have been completed in all respects in accordance with the requirements of the contract and to the satisfaction of the Engineer, and thereafter except with his consent, the Contractor will not be required to do further work thereon. In addition, such action by the Director of the Tulare County Resource Management Agency will relieve the Contractor of responsibility for injury or damage to said completed

portions of the work resulting from use by public traffic or from the action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from his negligence or defects in workmanship and materials.

SECTION 5. GENERAL

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

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

5-1.02 PREVAILING WAGE

Attention is directed to Section 7-1.01A (2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Clerk of the Board of Supervisors. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

5-1.03 PUBLIC SAFETY

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

The Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations. -- Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except:
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than one foot deep.

- (c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is flatter than 4:1.
 - (f) Excavations protected by existing barrier or railing.
- (2) Temporarily Unprotected Permanent Obstacles. -- Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- (3) Storage Areas. -- Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

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

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)" of the Standard Specifications.

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

Approach Speed of Public Traffic (Posted Limit) (<u>Miles per Hour</u>)	<u>Work Areas</u>
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

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

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

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

Full compensation for conforming to the requirements in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.04 SURFACE MINING SUPPLIERS

The Contractor will provide any needed sand, gravel, aggregates or other minerals needed for this contract from surface mining operations subject to the Surface Mining and Reclamation Act of 1975 and the mining operation must be identified in the list published pursuant to subdivision (b) of section 2717 of the Public Resources Code.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, will be furnished to the County for sand, gravel, aggregates, or other minerals produced from a surface mining operation. The Certificate of Compliance will name the mining operation used to obtain the materials, and state that the operation is identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code.

5-1.05 SUBCONTRACTOR RECORDS

The Contractor shall maintain records showing the name and business address of all subcontractors.

5-1.06 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award of Contract, Bonds" of the Standard Specifications and these special provisions.

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

from the Department of Industrial Relations web site at <http://www.dir.ca.gov/dlse/debar.html>.

5-1.07 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.08 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

5-1.09 PAYMENTS

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

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

Construction Area Signs	\$8,000
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After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.010 INDEMNITY

The Contractor shall 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 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 the Contractor under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on County for Contractor's 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.

5-1.011 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The insurance coverage for this project shall 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 or subcontractors, if applicable.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance of \$1,000,000 per occurrence.
3. Worker's Compensation and Employer's Liability Insurance as required by law.

B. SPECIFIC PROVISIONS OF THE CERTIFICATE

1. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance, have to meet the following requirements:
 - a. Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.

- c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 2. The Certificate of Insurance for Worker's Compensation should include the following:
 - a. Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employers' liability.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

E. VERIFICATION OF COVERAGE

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 in a form acceptable to the County. The County reserves the right to require certified copies of all required insurance policies at any time.

5-1.012 DIFFERING SITE CONDITIONS

The following paragraph is added following the last paragraph in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications:

Except as provided for in Public Contract Code Section 7102, the Contractor shall have no claim for damages or compensation for any delay or hindrance.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Engineer maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time.

Said listing of approved prequalified and tested signing and delineation materials and products cover the following:

MATERIALS and PRODUCTS

Pavement Markers, permanent type
Pavement Markers, temporary type
Striping and pavement marking material
Pavement markers, reflective and non-reflective
Class 1 Delineators
Channelizers
Conical Delineators
Object Markers
Concrete Barrier Markers and Temporary Railing (Type K) Reflectors
Metal Beam Guard Rail Post Markers
Concrete Barrier Delineators
Concrete Barrier Mounted Mini Drum
Sound Wall Delineator
Guard Railing Delineator
Retroreflective Sheeting
Specialty Signs

None of the above listed signing and delineation materials and products shall be used in the work unless such material or product is listed on the Engineer's List of Approved Traffic Products or is otherwise approved in writing by the Engineer. A Certificate of Compliance shall be furnished as specified in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be

dependent upon a determination as to compliance with the specifications and any test the Engineer may elect to perform.

The following is a listing of approved prequalified and tested signing and delineation materials and products:

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

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

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

- A. Avery Dennison, Model 948 (58 mm x 119 mm)
- B. Avery Dennison, Model 944SB (51 mm x 100 mm)*
- C. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- C. Glowlite, Inc. (Ceramic)
- D. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- E. Interstate Sales, "Diamond Back" (Polypropylene)
- F. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
- G. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
- H. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

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

Preformed Thermoplastic (Heated in place)

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"
- C. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 150 mm x 150 mm

- A. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66

Special Use Type, 1700 mm

- A. Bunzl Extrusion, Model FG 560 (with 450 mm U-Channel base)
- B. Carsonite, "Survivor" (with 450 mm U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 450 mm U-Channel base)
- D. FlexStake, Model 604
- E. GreenLine Models HWDU and CGD (with 450 mm U-Channel base)
- F. Impact Recovery Model D36, with #105 Driveable Base
- G. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- H. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Type, 1200 mm

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM
- D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
- E. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flexi-Guide Models FG300PE and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
- I. Repo, Models 300 and 400

- J. Safe-Hit, Guide Post, Model SH236SMA
- K. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

- A. Bunzl "Flexi-Guide (FG) 300 Curb System"
- B. Qwick Kurb, "Klemmfix Guide System"
- C. Recycled Technology, Inc. "Safe-Lane System"

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. Traffix Devices "Grabber"
- F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS

Type "K", 450 mm

- A. Bunzl, Model FG318PE
- B. Carsonite, Model SMD 615
- C. FlexStake, Model 701 KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Model SH718SMA

Type "K-4" / "Q" Object Markers, 600 mm

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM
- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- G. The Line Connection, Model DP21-4Q
- H. Three D Traffic Works "Q" Marker, ID No. 531702W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"

- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
- F. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

- A. ARTUK, JD Series
- B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
- C. Vega Molded Products, Models GBM and JD
- D. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (75 mm x 254 mm)
- B. Creative Building Products, "Dura-Bull, Model 11201"
- C. Duraflex Corp., "Railrider"
- D. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

CONCRETE	BARRIER-MOUNTED	MINI-DRUM
(260 mm x 360 mm x 570 mm)		

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

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

- A. Bunzl Extrusion, PCBM S-36

GUARD RAILING DELINEATOR

(Place top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. Safe-Hit, Model SH227GRD
- F. Three D Traffic Works "Guardflex" TD9100

Steel Post Type

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (For rigid substrate devices only)
- B. Avery Dennison WR-6100 Series
- C. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- D. Reflexite, PC-1000 Metalized Polycarbonate
- E. Reflexite, AC-1000 Acrylic
- F. Reflexite, AP-1000 Metalized Polyester
- G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- H. 3M, High Intensity

Traffic Cones, 330 mm Sleeves

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

Traffic Cones, 100 mm and 150 mm Sleeves

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

Barrels and Drums

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

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

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

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

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

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

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

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

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

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

- A. Avery Dennison, T-6500 Series
- B. Nippon Carbide Industries, Crystal Grade, 94000 Series
- C. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
- D. Nippon Carbide Industries, Model No. 94844 Fluorescent Yellow Green

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

- A. Avery Dennison, WU-6014
- B. Novabrite LLC, "Econobrite"
- C. Reflexite "Vinyl"
- D. Reflexite "SuperBright"
- E. Reflexite "Marathon"
- F. 3M Series RS34 Orange and RS20 Fluorescent Orange

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

- A. 3M LDP Series 3924 Fluorescent Orange
- B. 3M LDP Series 3970

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

- A. Avery Dennison, T-7500 Series
- B. Avery Dennison, T-7511 Fluorescent Yellow
- C. Avery Dennison, T-7513 Fluorescent Yellow Green
- D. Avery Dennison, W-7514 Fluorescent Orange
- E. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
- F. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92844 Fluorescent Yellow/Green
- G. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

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

- A. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
- B. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
- C. 3M VIP Series 3990 Diamond Grade

SPECIALTY SIGNS

- A. Hallmark Technologies, Inc., All Sign STOP Sign (All Plastic), 750 mm
- B. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

- A. Fiber-Brite
- B. Sequentia, "Polyplate"
- C. Intoplast Group "InteCel" (13 mm for Post-Mounted CZ Signs, 1200 mm or less)

Aluminum Composite

- A. Alcan Composites "Dibond Material, 2 mm" (for temporary construction signs only)
- B. Mitsubishi Chemical America, Alpolyc 350 (for temporary construction signs only)

8-1.02 MEASUREMENT OF QUANTITIES

Attention is directed to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications and these special provisions.

Within the limits of the project or at the plant site, the Contractor shall provide a vehicle platform scale of sufficient weighing capacity to check full production sized batches from all proportioning scales to be used in producing materials for the project. Such vehicle platform scale shall conform to the provisions in said Section 9-1.01.

Full compensation for furnishing and operating the vehicle platform scale required to check proportioning scales shall be considered to be included in the contract prices paid for the various contract items of work requiring the proportioning scales and no separate payment will be made therefor.

SECTION 9. DESCRIPTION OF WORK

The work to be done consists of constructing five turnouts on Reservation Road (M-137) as shown on the plans.

The work consists, in general, of earthwork, paving, asphalt concrete dike, stormwater drainage facilities, pavement marking, and signage as shown on the plans and specified in the Standard Specifications or the Special Provisions.

SECTION 10. CONSTRUCTION DETAILS

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Where required, all aggregate base shall be placed prior to starting work on the next safety turnout and 4:1 transition ramps between the existing surfacing and the compacted aggregate base or compacted subgrade shall be placed at the end of each working day.

10-1.02 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

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

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

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

In the event that the utility facilities mentioned above are not removed or relocated by the date specified and, if in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being removed or relocated by the date specified, the County will compensate the Contractor for the delays to the extent provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

10-1.03 CONSTRUCTION AREA SIGNS

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

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the Agency named under "Obstructions" of these special provisions.

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Flashers for construction area signs shall be Type A, Low Intensity Warning Lights as specified in the Manual of Traffic Controls, 1990 Edition, published by the California Department of Transportation.

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

The contract lump sum price paid for Construction Area Signs shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in Construction Area Signs, complete in place, including construction area signs, object markers, type III barricades and flashers as shown on the

plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.04 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

Public traffic shall be permitted to pass through the work area at all times.

Controlling traffic shall be done by the. In connection with Articles 7-1.08 and 7-1.09 of said Section 7, the Contractor is hereby notified that all lights, barricades, flagmen, or other devices necessary to provide for public safety and convenience, shall be furnished by and maintained at the Contractor's expense. All devices shall conform to the requirements set forth in the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", as issued by the State of California, Department of Transportation.

Whenever the Contractor's operation creates a condition potentially hazardous to traffic or to the public, the Contractor shall take the necessary precautions and provide adequate protection for those who must pass through the work area. If the Contractor should appear to be neglectful or negligent in providing such warning or protective measures, the Engineer may direct attention to the existence of a hazard, and any barricades, signs, lights, flagmen, or other devices required to protect the public shall be installed by the Contractor and the entire cost of such protective measures will be considered as being included in the price paid for the various contract items of work, and no additional allowance will be made therefor.

The Engineer may point out the inadequacy of protective devices or measures, but any act or omission on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abolish the Contractor's obligation to furnish and pay for these devices.

10-1.05 SUPPLEMENTAL FUNDS

This item is to cover specific work that is to be expected to be completed as part of this construction project. Project supplemental Funds shall consist of all flagging work related to Traffic Control. The bid sheet shall have an amount of:

\$20,000 (County Share)

for all bidders. Portions of these supplemental funds cannot be expended unless authorized by the Engineer in writing against this bid item. Flagging costs shall be paid

per Section 12-2.02 of the Standard Specifications. However, payment will be paid from the Supplemental Fund bid item. Fifty percent of the flagging costs will be paid by the County as defined in Section 12-2.02.

10-1.06 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m {5 feet} outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

The Contractor shall be responsible for paying all landfill fees for disposal of material removed as Clearing and Grubbing.

Clearing and Grubbing shall be measured and paid for as a lump sum in compliance with Section 16 of the Standard Specifications.

10-1.07 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities.

Erosion control (Type D) shall be applied when an area is ready to receive erosion control as determined by the Engineer.

If the slope on which the erosion control is to be placed is finished during the rainy season, the erosion control shall be applied immediately to the slope.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 2 inches in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed for erosion control (Type D) shall conform to the provisions specified for seed in "Erosion Control (Type D)" of these special provisions.

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately one-half ounce of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
Rose clover (inoculated)		9

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Pounds Pure Live Seed Per Acre (Slope Measurement)
California brome		12
Zorro annual fescue		4
California poppy		1

Commercial Fertilizer

Commercial fertilizer shall conform to the provisions in Section 20-2.02, "Commercial Fertilizer," of the Standard Specifications and shall have a guaranteed chemical analysis of 16 percent nitrogen, 20 percent phosphoric acid and 0 percent water soluble potash.

Commercial fertilizer for erosion control (Type D) shall conform to the provisions specified for commercial fertilizer in "Erosion Control (Type D)" of these special provisions.

Erosion Control Blanket

Erosion control blanket shall consist of mats of coir or coconut fiber secured in place with wire staples and shall conform to the following:

- A. The erosion control blanket material shall consist of coir or coconut fiber held between plastic mesh by means of quilting or stitching. The plastic mesh and the quilting or stitching thread shall be photodegradable. The erosion control blanket shall be of consistent thickness and the coir or coconut fiber shall be evenly distributed over the entire area of the blanket. The blanket shall be smolder resistant without the use of chemical additives and shall be non-toxic and non-

injurious to plant and animal life. Erosion control blanket shall have an average weight of 0.6 pound per square yard \pm 10 percent at the time of manufacture.

The erosion control blanket shall be Type CFO72RR as manufactured by Greenfix America, P.O. Box 62, Brawley, CA 92227, or as approved by Engineer. The Contractor shall supply the Engineer with certificates of compliance, product specifications, results of compliance testing and frequency of testing on the material when the erosion control blanket is delivered.

APPLICATION

Erosion control (blanket) materials shall be placed in separate applications as follows:

- A. The first application shall consist of applying seed and commercial fertilizer at the following rates and in the following sequence:
 1. Legume seed shall be applied by a dry method at the rate of 9 pounds per acre (slope measurement). Legume seed shall not be applied with hydro-seeding equipment.
 2. Seed and commercial fertilizer shall be uniformly applied at the rates indicated in the following table. The seed shall not be mixed with the fertilizer prior to spreading.

Material	Pounds Per Acre (Slope Measurement)
Non-Legume Seed	26
Legume Seed	3
Commercial Fertilizer	500

- B. The second application shall consist of installing the erosion control blanket over the seed and commercial fertilizer application.
- C. Erosion control blanket strips shall be placed loosely on the slope with the longitudinal joints perpendicular to the slope contour lines. Longitudinal and transverse joints of blankets shall be butted snugly against adjacent strips or overlapped according to the manufacturer's recommendations and stapled. Staples shall be driven perpendicular to the slopes, and shall be located and spaced in conformance with the manufacturer's instructions. Ends of the blankets shall be secured in place in conformance with the manufacturer's instructions.

MEASUREMENT AND PAYMENT

The quantity of erosion control (Type D) will be determined by the square yard from actual slope measurement of the area covered by the erosion control blanket.

The contract price paid per square yard for erosion control (Type D) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing erosion control blanket, complete in place, including furnishing and applying pure live seed, commercial fertilizer, wire staples and

the materials for the erosion control blanket, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.08 MOBILIZATION

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

10-1.09 ROADWAY EXCAVATION

Roadway excavation shall consist of excavating existing pavement and base material at locations shown on the plans.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing asphalt surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of (0.17-foot) before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

Cut or ground edges damaged during construction shall be recut to the same standards as for the initial cutting prior to paving.

Asphalt pavement removed as a part of roadway excavation shall become property of the Contractor. The Contractor shall be responsible for paying all fees for disposal of excess material removed as Roadway Excavation.

Existing material excavated as roadway excavation will be used for embankments as determined by the Engineer. Full compensation for placing earth material from Roadway Excavation as embankment shall be considered as included in the price paid as Roadway Excavation and no additional no additional compensation will be allowed, therefore.

Concrete rubble or broken asphalt surfacing will not be allowed to be placed in embankment.

Roadway Excavation, unless otherwise specified, will be measured and paid at the contract price per the cubic yard of material in place to be excavated as shown on the plans, and these special provisions. The quantity of Roadway Excavation shall be a final pay quantity as described in Section 9-1.015, "Final Pay Quantities", of the Standard Specifications, as shown on the plans, and on page 2C of the Proposal.

10-1.10 CLASS 2 AGGREGATE BASE

Aggregate base shall be Class 2, 3/4" maximum, and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications is amended by adding the following sentences:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials.

The fourth paragraph in said Section 26-1.02A, is amended by adding the following sentence:

Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement or other chemical material for purposes of performing the Durability Index Test.

Class 2 Aggregate Base will be measured and paid for by the cubic yard in place. The quantity of Class 2 Aggregate Base shall be a final pay quantity as described in Section 9-1.015, "Final Pay Quantities", of the Standard Specifications, as shown on the plans, and on page 2C of the Proposal.

10-1.11 ASPHALT CONCRETE

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Section 39-6.01 "General Requirements" of the Standard Specifications is amended as follows:

Note in table in Section 39-6.01 shall read:

b) The contractor shall place 0.25' of A.C. in two layers.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregates furnished by the Contractor in conformance with Section 39-3.03, "Proportioning," of the Standard Specifications.

Asphalt concrete placed in layers less than 0.15-foot in compacted thickness or widths of less than 5 feet shall be spread and compacted with the equipment and by the methods

specified in said Section 39. All other asphalt concrete shall be compacted and finished in conformance with said Section 39, amended as follows:

Section 39-5.02, "Compacting Equipment," of the Standard Specifications is amended to read:

39-5.02 Compacting Equipment -- The Contractor shall furnish a sufficient number of rollers to obtain the specified compaction and surface finish required by these Special Provisions.

All rollers shall be equipped with pads and water systems which prevent sticking of asphalt mixtures to the pneumatic or steel-tired wheels. A parting agent, which will not damage the asphalt mixture, as determined by the Engineer, may be used to aid in preventing the sticking of the mixture to the wheels.

The second paragraph of Section 39-6.01, "General Requirements," of the Standard Specifications is amended to read:

Asphalt concrete shall be compacted by any means to obtain the specified relative compaction before the temperature of the mixture drops below 150F. Additional rolling to achieve the specified relative compaction will not be permitted after the temperature of the mixture drops below 150F or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off.

Section 39-6.03, "Compacting," of the Standard Specifications is amended by deleting the fifth and seventh through tenth paragraphs and adding the following before the eleventh paragraph:

Asphalt concrete shall be compacted to a relative compaction of not less than 95 percent and shall be finished to the lines, grades and cross section shown on the plans. In-place density of asphalt concrete will be determined prior to opening the pavement to public traffic.

Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304. Lots will be established for asphalt concrete areas to be tested, as specified in California Test 375.

If the test results for any lot of asphalt concrete indicate that the relative compaction is below 95.0 percent, but above 92.9 percent, the Contractor will be advised that he is not attaining the desired relative compaction and that his materials or his procedures, or both, need adjustment. Asphalt concrete spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the required compaction.

If the test results for any lot of asphalt concrete indicates that the relative compaction is less than 93.0 percent, the asphalt concrete represented by that lot shall be removed, except as otherwise provided below. Asphalt concrete spreading operations shall not continue until the Contractor makes significant adjustments to his materials or procedures or both in order to meet the required compaction. The adjustments shall be as agreed to by the Engineer. However, if requested by the Contractor and approved by the Engineer, asphalt concrete with a relative compaction of 90.0 percent or greater may remain in place and the Contractor shall pay to the County the amount of reduced compensation for such lot with low compaction. The Engineer may deduct an amount of reduced compensation from any monies due, or that may become due, the Contractor under the contract. The amount of reduced compensation the Contractor shall pay to the County will be calculated using the total tons represented in the lot with low compaction times the contract price per ton for the contract item of asphalt concrete involved times the following reduced compensation factors:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
93.0	0.000	91.4	0.062
92.9	0.002	91.3	0.068
92.8	0.004	91.2	0.075
92.7	0.006	91.1	0.082
92.6	0.009	91.0	0.090
92.5	0.012	90.9	0.098
92.4	0.015	90.8	0.108
92.3	0.018	90.7	0.118
92.2	0.022	90.6	0.129
92.1	0.026	90.5	0.142
92.0	0.030	90.4	0.157
91.9	0.034	90.3	0.175
91.8	0.039	90.2	0.196
91.7	0.044	90.1	0.225
91.6	0.050	90.0	0.300
91.5	0.056		

In addition to the requirements in Section 39-5.01, "Spreading Equipment," of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing asphalt concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. Should the Contractor elect to use a ski device, the minimum length of the ski device

shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled manually.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01-foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-6.03, "Compacting," of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during any day's work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day's work.

If the finished surface of the asphalt concrete does not meet the surface tolerance specified in the Standard Specifications it shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement, or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

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

The Contractor shall schedule his paving operations such that each layer of asphalt concrete is placed on all contiguous lanes of a traveled way and paved shoulder each work shift. At the end of each work shift, the distance between the ends of the layers of asphalt concrete on adjacent lanes and paved shoulders shall not be greater than 10 feet nor less than 5 feet. Additional asphalt concrete shall be placed along the transverse edge at the end of each lane and paved shoulder and along the exposed longitudinal edges between adjacent lanes, including paved shoulder, hand raked, and compacted to form temporary conforms. Kraft paper, or other approved bond breaker, may be placed under the conform tapers to facilitate the removal of the taper when paving operations resume.

Asphalt concrete surfacing shall be placed on all existing surfacing, including curve widening, turnouts, left turn pockets, and public and private road connections shown on the plans, unless otherwise directed by the Engineer.

Asphalt concrete placed in the work, unless otherwise specified, will be paid for at the contract price per ton for asphalt concrete or asphalt concrete base of the types designated in the Engineer's Estimate.

Additional asphalt concrete surfacing material shall be placed along the edge of the surfacing at road connections and private drives, hand raked, if necessary, and compacted to form smooth tapered conforms. Full compensation for furnishing all labor and tools and doing all the work necessary to hand rake said conforms shall be considered as included in the contract prices paid per ton for the various contract items of asphalt concrete surfacing involved and no additional compensation will be allowed therefor.

10-1.12 PLACE ASPHALT CONCRETE DIKE

Place Asphalt Concrete Dike shall conform to the requirements in Section 39, "Asphalt Concrete", of the Standard Specifications and as shown on the plans.

10-1.13 A.C. OVERSIDE DRAINS

Asphalt concrete overside drains shall conform to the provisions in Section 69, "Overside Drains", of the Standard Specifications and these special provisions.

Asphalt concrete material and the work required to place and form inlets to the asphalt concrete overside drains and conform them to existing asphalt at locations shown on the plans shall be paid for at the price per ton of Asphalt Concrete Type B. No additional compensation will be paid to place this material as miscellaneous areas.

10-1.14 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Painted traffic stripes (traffic lines) and pavement markings shall conform to the provisions in Section 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions:

Section 84-3.02, "Materials", shall read as follows:

Paint for traffic stripes and pavement markings shall be:

Paint Type	Color	State Specification No.
Waterborne Traffic Line	White, Yellow and Black	PTWB-01

Glass beads shall be AASHTO M247 Type 1 (AC110) adhesive coated beads. Placement of paint and glass beads shall be per manufacturer's specifications.

Paint for pavement markings and stripes shall be applied in two coats consisting of minimum 10 mil wet thickness prime coat and a minimum 10 mil wet thickness top coat.

Placement of paint and glass beads shall be per manufacturer's specifications.

Painted traffic stripes will be measured and paid for by the linear foot along the line of the traffic stripes, without deduction for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes separated by a 3-inch wide black stripe, will be measured as one traffic stripe. Painted pavement markings will be measured and paid for by the square foot for the actual area painted.

10-1.15 ASPHALT EMULSION (PAINT BINDER)

Asphalt Emulsion (Paint Binder) shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt emulsion for paint binder shall be Slow Setting Type, Grade SS1 asphalt emulsion or alternative approved by the Engineer and conforming to Section 94, "Asphaltic Emulsions," of the Standard Specifications. The ratio of water mixed with the asphalt emulsion shall be 1:1 or other ratio recommended by the manufacturer and approved by the Engineer.

Full compensation for Asphalt Emulsion shall be considered as included in the contract price paid per cubic yard for Asphalt Concrete, Type B.

10-1.16 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

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

Category 1 traffic control devices are defined as those devices that are small and lightweight (100 pounds), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or

years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and post mile of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

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

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

<http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone>. The Department maintains a secondary list at the following internet address:
<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf.htm>.

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

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

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

10-1.17 ROCK SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A. Fabric shall be considered as included in the price paid per cubic yard for Rock Slope Protection.

Rock Slope Protection will be measured and paid for by the cubic yard in place. The quantity of Rock Slope Protection shall be a final pay quantity as described in Section 9-1.015, "Final Pay Quantities", of the Standard Specifications, as shown on the plans, and on page 2C of the Proposal.

10-1.18 ROADSIDE SIGNS

Roadside Signs installation shall conform to the provisions in Section 56-2, "Roadside Signs" of the Standard Specifications and these special provisions.

Existing roadside signs shall be removed and relocated to the new locations shown on the plans or as directed by the Engineer. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location. Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

New Roadside Signs shall conform to the plans, the Standard Specifications, the Standard Plans, the Manual of Uniform Traffic Control Devices or as directed by the Engineer.

The contract price paid per each Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing new roadside signs or relocating existing roadside signs, complete in place, including the installation of sign panels, as shown on the plans and as directed by the Engineer.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

COUNTY OF TULARE

STATE OF CALIFORNIA

PROPOSAL TO THE BOARD OF SUPERVISORS

FOR CONSTRUCTING: RESERVATION ROAD SAFETY IMPROVEMENTS

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:

Item No.	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1.	Mobilization at _____ _____ per lump sum.	L.S.	L.S.		
2.	Construction Area signs at _____ _____ per lump sum.	L.S.	L.S.		
3.	Traffic Control System at _____ _____ per lump sum.	L.S.	L.S.		
4.	Clearing and Grubbing at _____ _____ per lump sum.	L.S.	L.S.		
5.	(F) Roadway Excavation _____ _____ per cubic yard.	C.Y.	700		
6.	(F) Class 2 Aggregate Base at _____ _____ per cubic yard.	C.Y.	400		
7.	Type "B" Asphalt Concrete at _____ _____ per ton.	TON	570		
8.	Place Asphalt Concrete Dike (Type A) at _____ _____ per linear foot.	L.F.	560		
9.	(F) Rock Slope Protection At _____ _____ per cubic yard.	C.Y.	4		
10.	Erosion Control at _____ _____ per square foot.	S.F.	2900		

Item No.	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
11.	(S) 8" Traffic Stripe (Two-coat, Paint) _____ per linear foot.	L.F.	950		
12.	Roadside Sign at _____ per each.	EA	16		
13.	Supplemental Funds at Twenty Thousand Dollars _____ per each.	L.S.	L.S.	\$20,000	\$20,000
TOTAL _____					

In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the County's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed 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 Owner-Contractor Agreement 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", "Cashiers 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 for the highest value bid alternate.)

The undersigned understands that the Board of Supervisors retains the option to reject any and all bids.

Further, as part of the proposal, the contractor provides the following information and representations:

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In 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.

State of California)
) SS
County of _____)

7-C

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 may 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.

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 2-1.054 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, 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.

Name, Address and License No.

Description of Portion of Work Sub-Contracted

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 copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

Federal Employer Identification Number _____

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1; the Addenda Certification Statement; and the Non-Collusion Affidavit; 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 copartnership, the true name of the partner or partners authorized to sign contracts on behalf of the copartnership; 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 _____

Dated: _____

COUNTY OF TULARE

STATE OF CALIFORNIA

CONTRACT

THIS AGREEMENT, entered into as of this _____ day of _____ 2007, 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 RESERVATION ROAD SAFETY IMPROVEMENTS (hereinafter referred to as the "WORK") in Tulare County.

WHEREAS, Contractor currently holds either a Class A or a combination of C-8, C-10, C-12, C-27 and C-34 licenses 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 Director of Transportation or designee, RESERVATION ROAD SAFETY IMPROVEMENTS, in Tulare County.

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 May, 2006 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated July, 2002 (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 January 23, 2007 and are entitled:

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

RESERVATION ROAD SAFETY IMPROVEMENTS

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 of Measure	Estimated Quantity	Unit Price	Amount
-------------	---	-----------------------	-----------------------	---------------	--------

(ITEMS IN CONTRACT WILL BE THE SAME AS THOSE BID IN 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, 9835 Goeth 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: Johnny Wong
Resident Engineer
County of Tulare
5961 South Mooney Boulevard
Visalia, CA 93277

Contractor: _____

ARTICLE X. Contractor will maintain policies of insurance as required in Special Provisions section 5-1.012.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, the Special Provisions, the 2006 Caltrans Standard Specifications, the project plans, the 2002 Standard Plans, the Technical Specifications, the Notice to Contractors, 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 8-1.03 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to Contractor following execution of the Contract on behalf of the Board of Supervisors. Contractor will begin work within fifteen (15) days after receipt of said notice, in full compliance with said Section 8-1.03, and will complete the work within Forty (40) WORKING DAYS. In no event shall the work be completed later than fifteen (15) days plus Forty (40) working days after receipt of the Engineer's notice. Contractor agrees that the sum of FOUR HUNDRED DOLLARS (\$400) PER DAY is a reasonable sum to be paid by Contractor as liquidated damages pursuant to Section 8-1.07 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. CONTRACTOR waives the removal provisions of California Code of Civil Procedures Section 394.

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 a Complaint in Arbitration under Section 9-1.10 of the Standard Specifications.

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 _____ Dollars (\$____), 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 ____ day of _____, 2007 for construction of RESERVATION ROAD SAFETY IMPROVEMENTS, 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 _____, 2007.

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 _____ dollars (\$____) 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 ____ day of _____, 2007, for construction of RESERVATION ROAD SAFETY IMPROVEMENTS, 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 of 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 _____, 2007.

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

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Date _____

9-D

CONTRACT DOCUMENT CHECKLIST

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

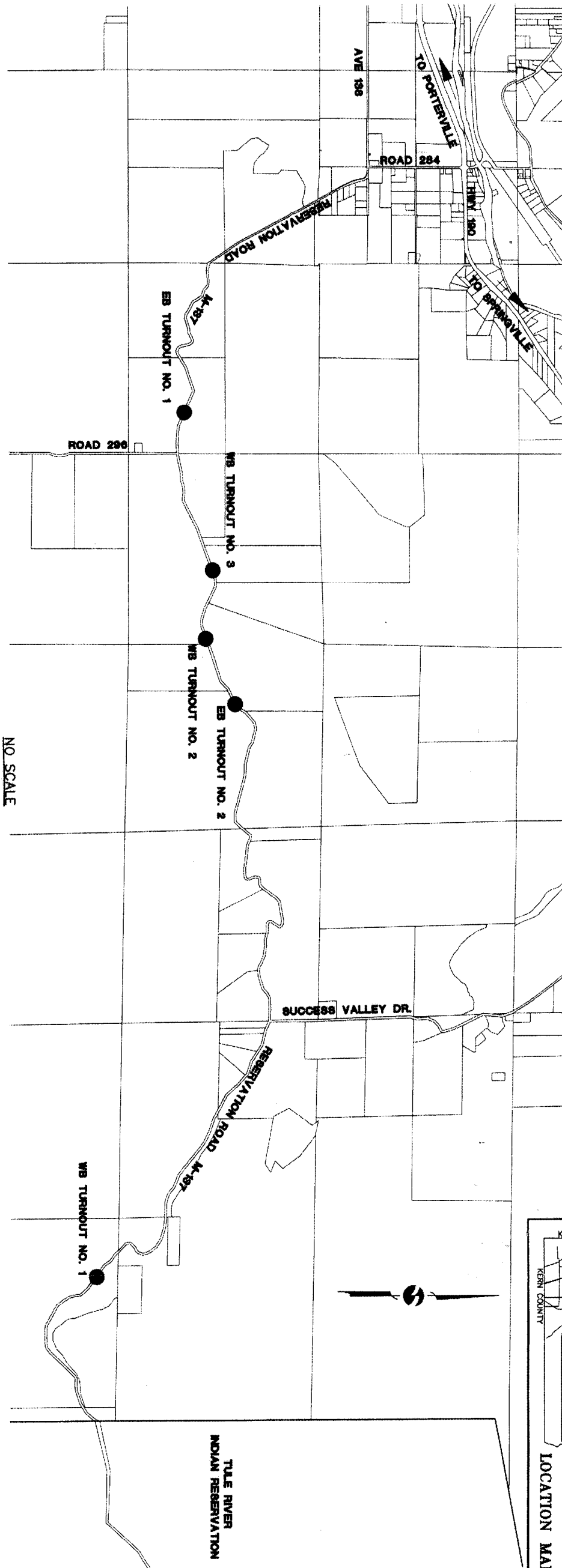
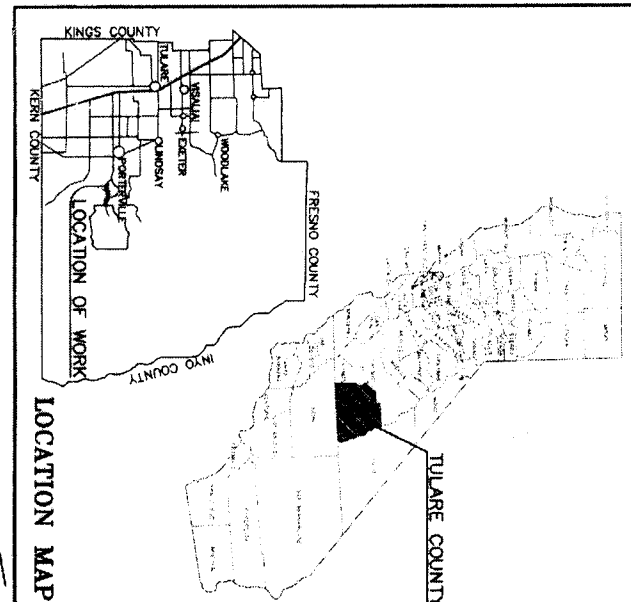
1. The signed Contract (six copies). The company owner must sign each copy of the Contract with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant 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 (form included herein).
4. Certificate(s) of Insurance in compliance with the requirements of Section 5-1.17 of the special provisions including general liability, automobile and workers' compensation (a sample form is enclosed).
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.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	TYPICAL SECTIONS
3-7	PLAN AND PROFILE

APPLICABLE STANDARD PLANS	
PLAN NO.	PLAN TITLE
A10A	ABBREVIATIONS
A10B	SYMBOLS
A20D	PAVEMENT MARKINGS AND TRAFFIC LINES TYPICAL DETAILS
A20E	PAVEMENT CONCRETE DIKES
D87D	OVERSIDE DRAINS
R51	ROADSIDE SIGN TYPICAL INSTALLATION DETAILS NO. 1
R52	ROADSIDE SIGN WOOD POST TYPICAL INSTALLATION DETAILS NO. 2

STATE OF CALIFORNIA
COUNTY OF TULARE
PROJECT PLANS FOR CONSTRUCTION OF
RESERVATION ROAD SAFETY
IMPROVEMENTS

FUNDED BY STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP)
TO BE SUPPLEMENTED BY STANDARD PLANS DATED JULY 2002



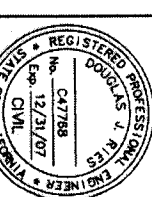
BASIS OF BEARING.
EASTBOUND TURNOUTS NO. 1 AND 2, WESTBOUND TURNOUTS NO. 2 AND 3
Using control points 108, 109, 113 & 114

BENCHMARK.
The vertical datum is NGVD 1929, based upon a
USGS brass disc, stamped PL No. 24 S, in a 6" x
6" concrete pad on the North side of the
Reservation Road and Road
296. Elevation = 837.27'. Elevations for control
points being derived from GPS based measurements.

BASIS OF BEARING.
WESTBOUND TURNOUT NO. 1
Using control points 103, 105, 116 & 117

BENCHMARK.
The vertical datum is NGVD 1929, based upon a
USGS brass disc, stamped PL No. 24 S, in a 6" x
6" concrete pad on the North side of the
Reservation Road and Road
296. Elevation = 837.27'. Elevations for control
points being derived from GPS based measurements.

CAUTION:
PRIOR TO ANY EXCAVATION WORK, CONTRACTOR SHALL
CONTACT UNDERGROUND SERVICE ALERT (USA) AT 1
(800) 227-2500 TO VERIFY LOCATIONS AND DEPTHS OF
UNDERGROUND UTILITIES.



DOUGLAS J. ADAMS
PROJECT ENGINEER
OMNI-MEANS LTD.
DATE: 7-11-2006

TULARE COUNTY
CHAIRMAN, BOARD OF SUPERVISORS
DATE:

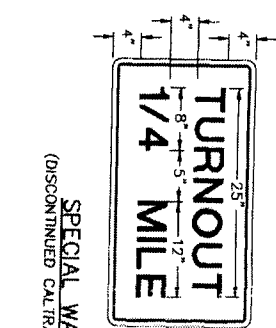
APPROVED BY:
BRITT L. RUSSEL
ASSISTANT DIRECTOR - ENGINEERING
TULARE COUNTY RESERVATION AGENCY
DATE:

TITLE SHEET
SAFETY IMPROVEMENTS
RESERVATION ROAD M-137
TULARE COUNTY, CALIFORNIA

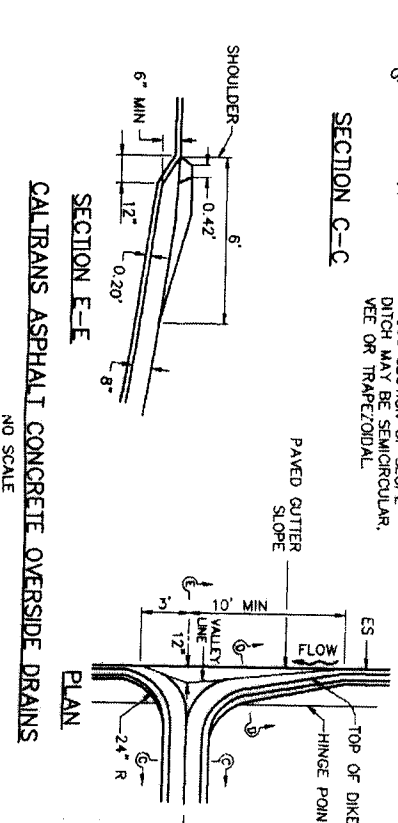
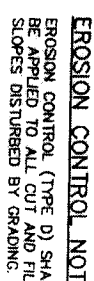
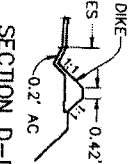


- ☐ PRELIMINARY
- ☒ APPROVED
- ☐ BID
- ☐ CONSTRUCTION
- ☐ RECORD

REVISIONS	
NO.	DESCRIPTION



PAYEMENT DELINEATION AND SIGN DETAILS
PER FIGURE 6-22, CALTRANS TRAFFIC MANUAL

[illegible][illegible]

☐ PRELIMINARY
☒ APPROVED
☐ BID
☐ CONSTRUCTION
☐ RECORDED



omni • means
ENGINEERS PLANNERS

SACRAMENTO
843 Roseville Dr. #100
Roseville, CA 95678
(916) 782-9668

With offices in:
SALMIST CREEK
REDFUNG
HSAIA

**TYPICAL SECTIONS
SAFETY IMPROVEMENTS
RESERVATION ROAD
TULARE COUNTY, CALIFORNIA**

E	NO SCALE
NO.	27-7896-N
DRAWN	RFB
CHECKED	FCB
DATE	6/20/07 day
DESIGNED	CSW
DATE	7/10/2008

K:\PRJ\620\620X01.dwg 7/11/2008

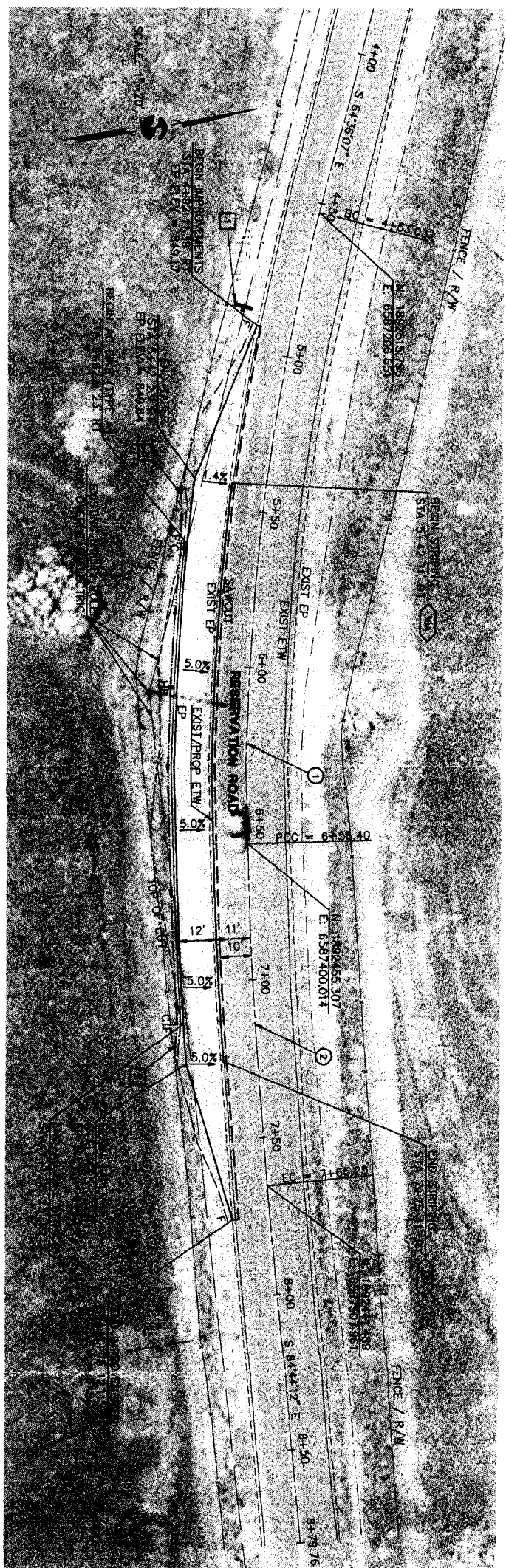
LEGEND

CALTRANS STD STRIPING DETAIL 304

CONSTRUCTION NOTES:

- 1 SEE PAVEMENT DELINEATION
AND SIGN DETAILS ON SHEET
XI, SHEET 2 OF 7
- 2 GRADE TO DRAIN TO EXISTING
SWALE

- 2 GRADE TO DRAIN TO EXISTING SWALE



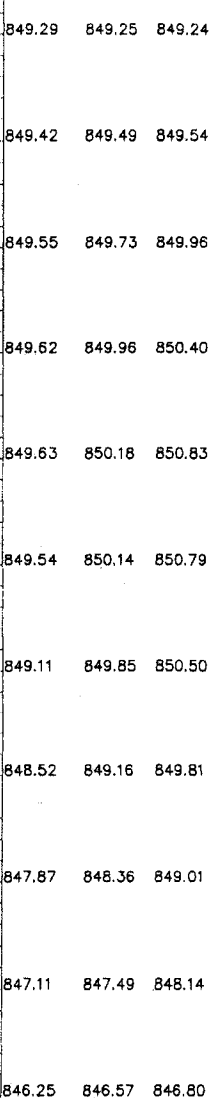
CURVE DATA			
NO.	R	DELTA	L
①	725.00'	16°04'18"	203.37'
②	1535.00'	04°03'47"	108.85'

EASTBOUND TURNOUT NO. 1

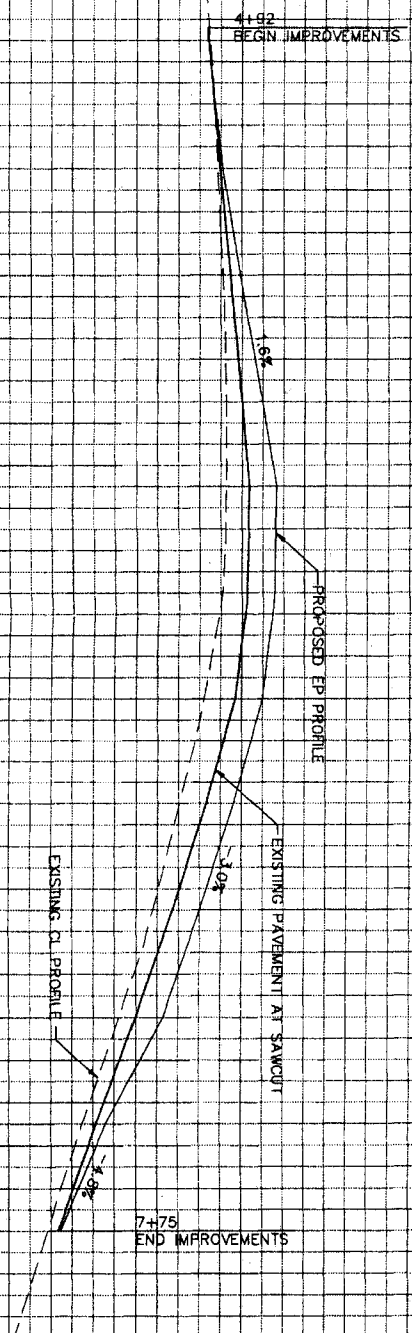
PROPOSED EP ELEV.

SAWCUT ELEV.

EXIST. CL ELEV



SCALE:
HORIZ. 1"=20'
VERT. 1"=2'



REVISIONS

[illegible]

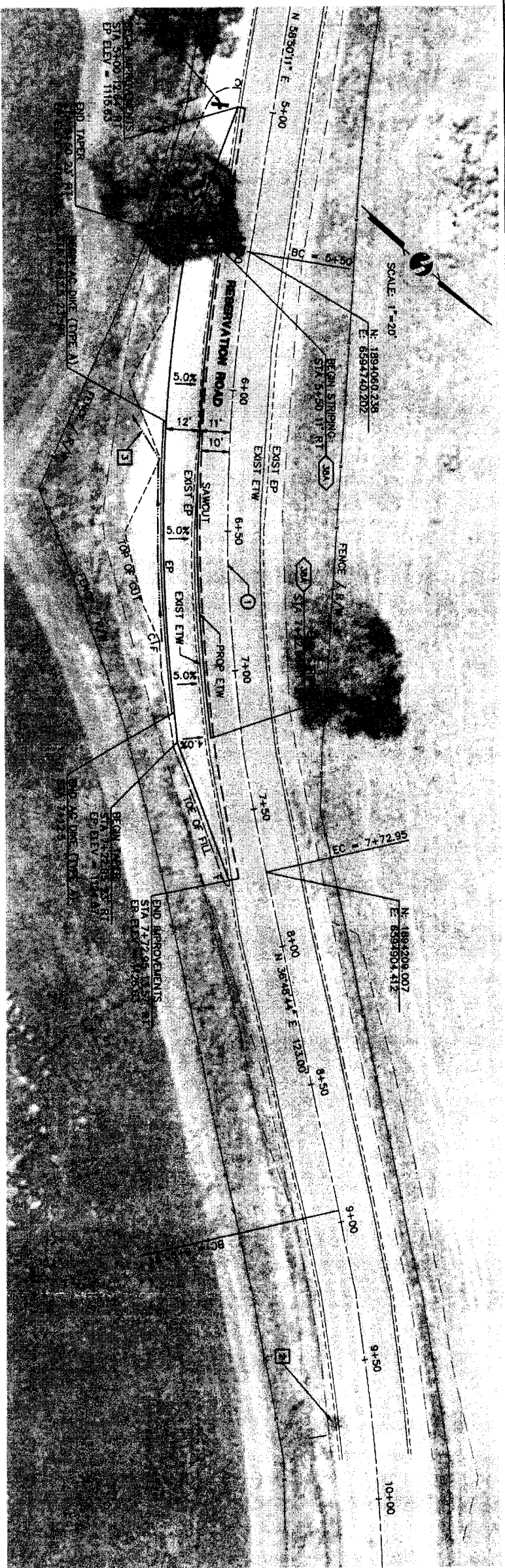
- ☐ PRELIMINARY
☒ APPROVED
☐ BID
☐ CONSTRUCTION
☐ RECORD



**PLAN AND PROFILE
SAFETY IMPROVEMENTS
RESERVATION ROAD
EASTBOUND TURNOUT NO. 1
TULARE COUNTY, CALIFORNIA**

SCALE	1" = 20'
JOB NO.	25-7296-04
DESIGNED	KCB
DRAWN	KCB
FILE	430201.DWG
CHECKED	CSN
DATE	7/10/2008
SHEET NO.	

7
R
ω



EASTBOUND TURNOUT NO. 2

LEGEND

CAUTRA'S STD STRIPING DETAIL

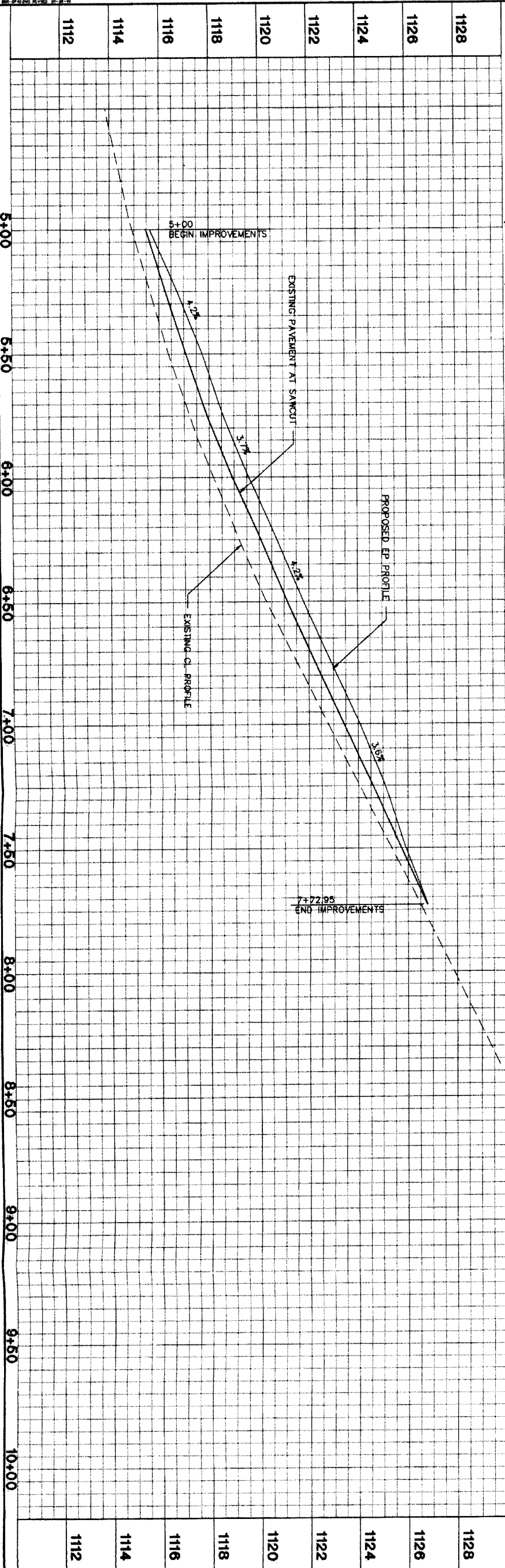
NO.	NAME	DATE
1	580.00'	2/20/27
2	220.27'	2/22/95

CONSTRUCTION NOTES

- SEE PAYMENT DELINEATION AND SIGN DETAILS ON SHEET N1, SHEET 2 OF 7
- REMOVE BRUSH ALONG ROADSIDE TO IMPROVE SIGHT DISTANCE
- GRADE TO DRAIN TO EXISTING SWALE



SCALE
HORIZ. 1"=20'
VERT. 1"=20'



REVISIONS	
NO.	DESCRIPTION

- ☐ PRELIMINARY
- ☒ APPROVED
- ☐ NO
- ☐ CONSTRUCTION
- ☐ RECORD

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Sacramento, CA 95834
(916) 752-1000
WWW.OMNI-MEANS.COM

PLAN AND PROFILE
SAFETY IMPROVEMENTS
RESERVATION ROAD
EASTBOUND TURNOUT NO. 2
TULARE COUNTY, CALIFORNIA

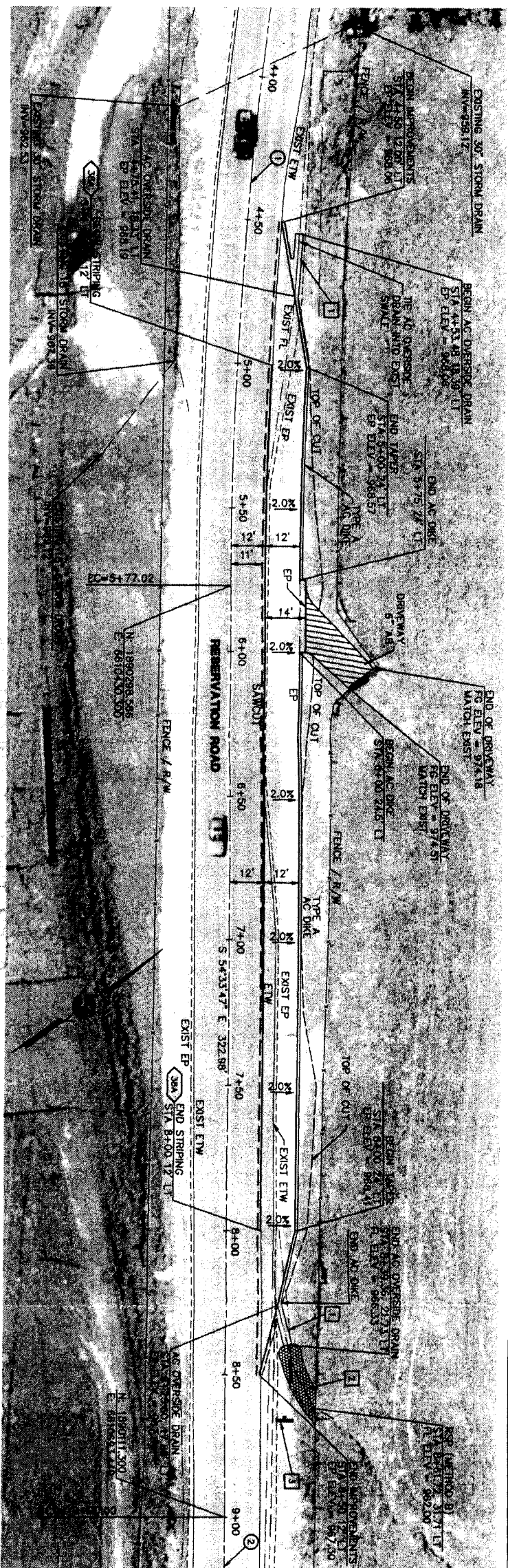
SCALE	1"=20'
DATE	2/20/27
DESIGNED BY	JB-MH-A
CHECKED BY	JB-MH-A
DATE	2/20/27

SHEET NO. 4 OF 7
L2

LEGEND
CALTRANS SID STRIPING
DETAIL

CONSTRUCTION NOTES

- CONSTRUCT AS OVERSIDE STRIPING DETAIL ON SHEET XI, SHEET 2 OF 7
- PLACE ROCK SLOPE PROTECTION PER STANDARD DETAIL ON SHEET XI, SHEET 2 OF 7
- SEE PAVEMENT DELINEATION AND SIGN DETAILS ON SHEET XI, SHEET 2 OF 7



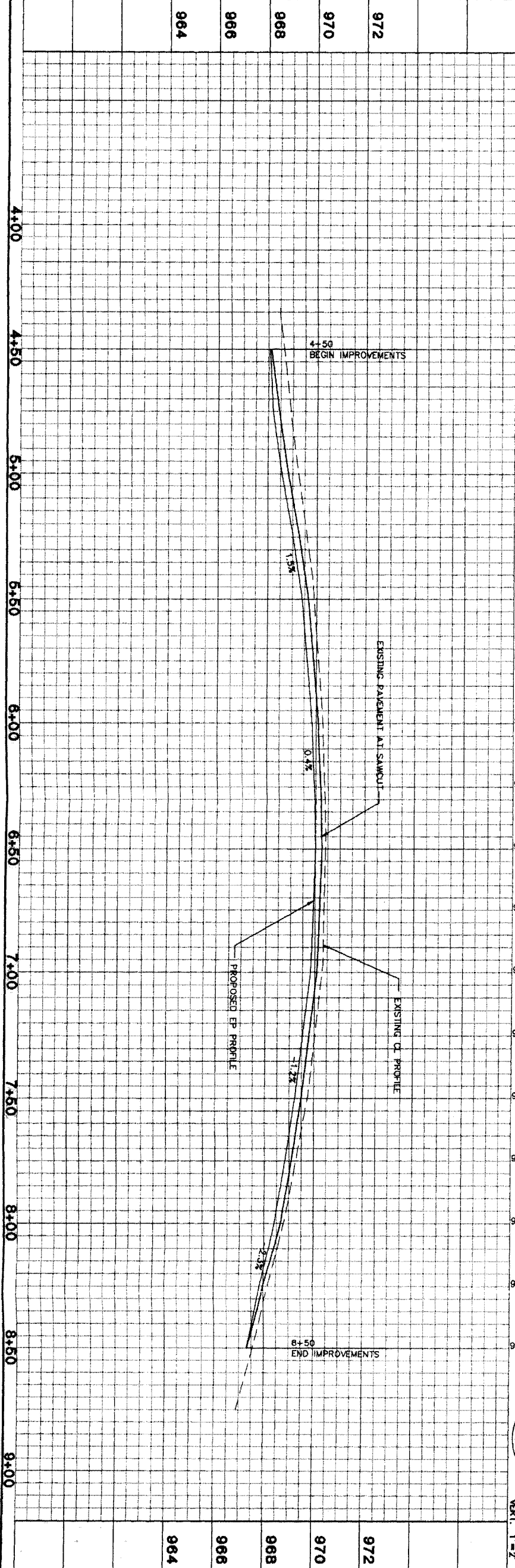
WESTBOUND TURNOUT NO. 1

NO.	R	DELTA	L
1	1525.00	1034.25	267.25
2	965.00	0710.16	202.45

PROPOSED EP ELEV.

SAWCUT ELEV.

EXIST. CL ELEV



SCALE
VERT. 1" = 2'

PLAN AND PROFILE
SAFETY IMPROVEMENTS
RESERVATION ROAD
WESTBOUND TURNOUT NO. 1
TULARE COUNTY, CALIFORNIA



- PRELIMINARY
APPROVED
NO
CONSTRUCTION
RECORD

REVISIONS	DATE	BY

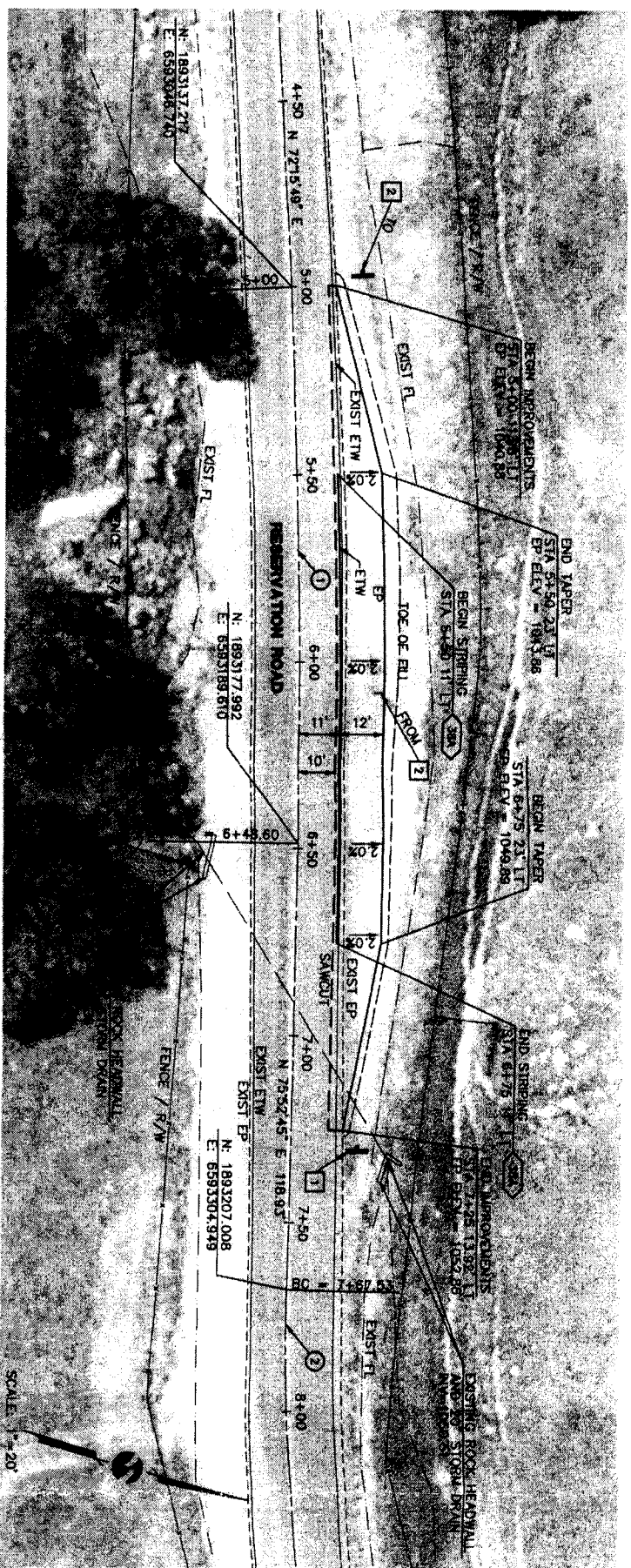
L3
5 of 7

LEGEND
CALTRANS STD STRIPING DETAIL

CONSTRUCTION NOTES:

- SEE PLACEMENT DIMENSION AND SIGN DETAILS ON SHEET NO. SHEET 2 OF 7
- RELOCATE ROADSIDE SIGN W-2, W-3-1

GRADE DATA			
NO.	R	DELTA	L
①	2355.00'	1634.18'	148.60'
②	620.00'	1554.37'	171.98'



WESTBOUND TURNOUT NO. 2



REVISIONS		DATE	BY
NO.	DESCRIPTION		

- ☐ PRELIMINARY
- ☐ APPROVED
- ☐ NO
- ☐ CONSTRUCTION
- ☐ RECORD

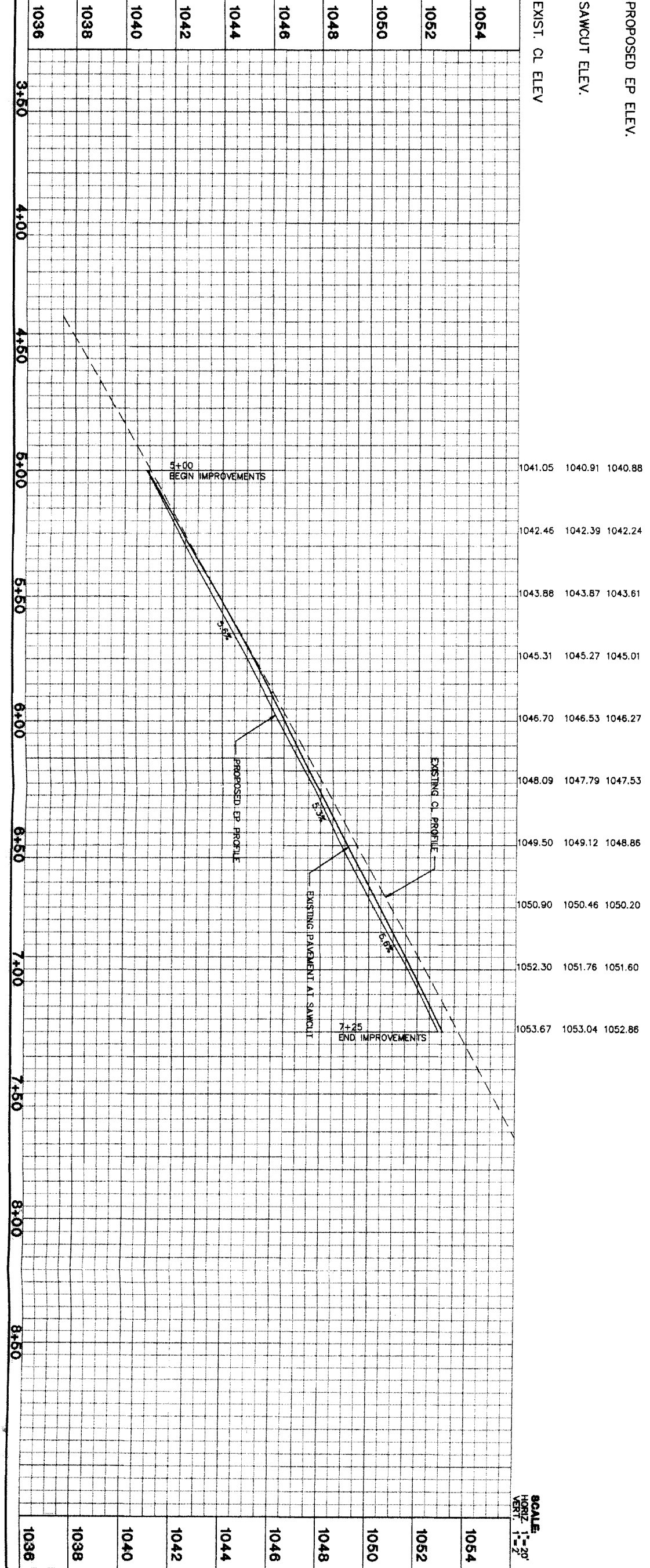
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2400 J Street, Suite 200
Sacramento, CA 95818
(916) 756-8888

SRB, Office in:
SACRAMENTO
SANTA CRUZ
RECORD
RECORD

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RESERVATION ROAD
WESTBOUND TURNOUT NO. 2
TULARE COUNTY, CALIFORNIA

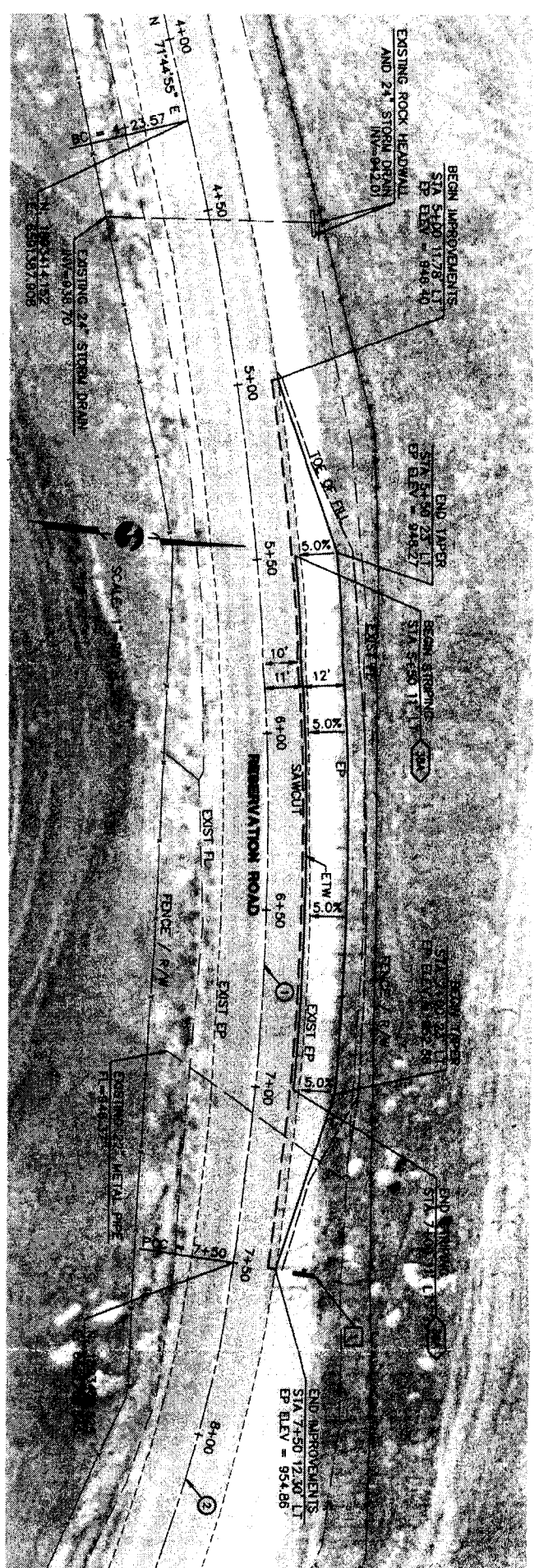
SCALE:	1" = 20'
VERT:	1" = 2'
DATE:	05/27/08
BY:	AKB
CHECKED:	AKB
DATE:	06/04/08
DESIGNED:	AKB
DATE:	05/27/08

L4
6 of 7



LEGEND
CALTRANS STD STRIPING DETAIL

CONSTRUCTION NOTES:
SEE PAVEMENT DELINEATION AND SIGN
DETAILS ON SHEET 11, SHEET 2 OF 7.



WESTBOUND TURNOUT NO. 3

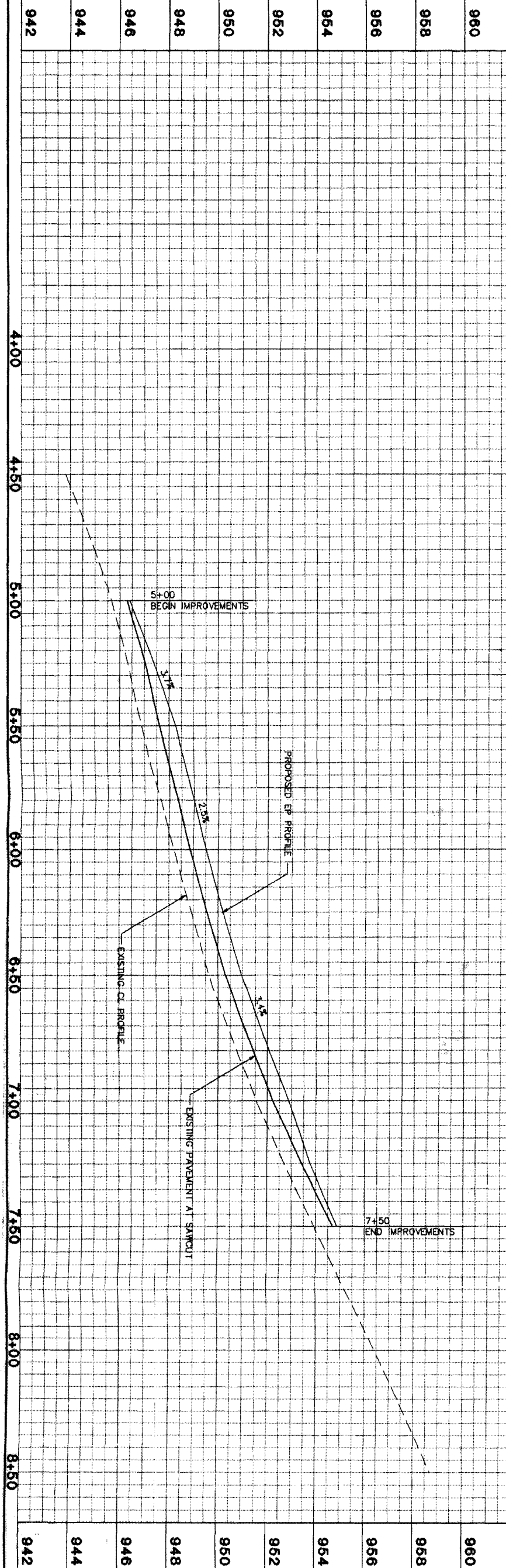
NO.	PC	PT	CL
1	446.00'	1808.22'	141.21'
2	870.00'	2128.51'	326.43'

PROPOSED EP ELEV.

SAWCUT ELEV.

EXIST. CL ELEV

SCALE:
HORIZ. 1"=20'
VERT. 1"=2'



REVISIONS	
NO.	DESCRIPTION

- ☐ PRELIMINARY
- ☐ APPROVED
- ☐ NO
- ☐ CONSTRUCTION
- ☐ RECORD

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WWW.OMNIMEANS.COM

PLAN AND PROFILE
SAFETY IMPROVEMENTS
RESERVATION ROAD
WESTBOUND TURNOUT NO. 3
TULARE COUNTY, CALIFORNIA

SCALE: 1"=20'
VERT. 1"=2'
SHEET NO. 16
7 OF 7