

COUNTY OF NEVADA
STATE OF CALIFORNIA

**BIDDING DOCUMENTS, SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

**HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT
PROJECT**

FEDERAL NO. BRLO-5917 (092) - COUNTY PROJECT NO. 224029

AND

**HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION
PROJECT**

FEDERAL NO. BRLO-5917 (097) - COUNTY PROJECT NO. 224030



BIDS DUE: August 8th, 2024 at 2:30 p.m.

**The County will conduct this public bid opening through the following on-line site:
Nevada County is inviting you to a scheduled TEAMS meeting at 2:30 p.m. AUGUST 8, 2024
Join on your computer or mobile app**

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 239 049 557 052 Passcode: FUaoWc

Dial in by phone

+1 530-414-9282,,287595432# United States, Truckee

Find a local number


Phone conference ID: 287 595 432#

For organizers: Meeting options | Reset dial-in PIN

(Standard Public Works Contract)

PROFESSIONAL ENGINEERS SIGNATURE PAGE

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



Registered Civil Engineer

6/24/2024
Date

ROSA C. GRIGGS, REGISTERED CIVIL ENGINEER



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CONTRACT TIME LINE

1. BIDS DUE: August 8th, 2024, at **2:30 p.m.**
2. BID OPENING: August 8th, 2024, at **2:30 p.m.**
3. BIDS TO REMAIN OPEN FOR **120 DAYS** FROM DATE OF OPENING OF BIDS.
4. NOTICE OF AWARD DUE WITHIN **120 DAYS** OF OPENING OF BIDS.
5. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN **10 DAYS** OF AWARD BY COUNTY.
6. SIGNED CONTRACT AND BONDS DUE WITHIN **30 DAYS** OF NOTICE OF AWARD.
7. NOTICE TO PROCEED WITH WORK WILL BE ISSUED WITHIN **14 DAYS** OF CONTRACT SIGNING.
8. CONSTRUCTION MUST BEGIN WITHIN **15 DAYS** AFTER ISSUANCE OF NOTICE TO PROCEED.
9. CONTRACTOR MUST GIVE **72** HOURS WRITTEN NOTICE OF DATE WORK WILL COMMENCE.
10. PRECONSTRUCTION CONFERENCE WITHIN **7 DAYS** OF NOTICE TO PROCEED.
11. SCHEDULES AND BREAKDOWN OF PHASES OF CONSTRUCTION DUE IN **5 DAYS** AFTER RECEIPT OF NOTICE TO PROCEED.
12. **WORK MUST BE COMPLETED WITHIN 275 WORKING DAYS**

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

FOR: Hirschdale Road Over Truckee River Bridge Replacement Project

FEDERAL NO. BRLO-5917 (092)

COUNTY PROJECT NO. 224029

AND

Hirschdale Road At Hinton (UPRR) Overhead Rehabilitation Project

FEDERAL NO. BRLO-5917 (097)

COUNTY PROJECT NO. 224030

LOCATED AT: NEVADA COUNTY, CALIFORNIA

Sealed bids will be received at the office of:

Nevada County Purchasing Division
Eric Rood Administration Center
P.O. Box 59902950 Maidu Avenue Suite 129
Nevada City, CA 95959

Submittals are to be received by mail, or if hand delivered, must be placed in a sealed envelope with the name of the project clearly printed on the front of the envelope and should be delivered to the Purchasing Division in the Eric Rood Administrative Center. All bids will be dated and time-stamped once received by the County representative.

Until **2:30 p.m. August 8th** local time for the above-referenced project.

Bids received after said time will not be accepted and will be returned unopened.

At said place and time, and promptly thereafter, all bids that have been properly submitted will be publicly opened and read aloud. Bids received after said time will not be accepted and will be returned unopened. All interested parties are invited to attend.

The work to be performed includes the following:

The work to be done, in general, consists of work on two bridges:

1. Truckee River Bridge - Constructing a new bridge, grading, paving, striping, installing MGS and removing the existing bridge. A trestle will be needed for construction access and for a temporary road. The work is anticipated to extend over multiple construction seasons. The work seasons will be separated by up to 2 winter suspensions.
2. The Hinton UPRR Overhead seismic retrofit and rehabilitation includes: spall repairs, partial removals, infill walls, restrainers, new barriers, fencing, joint seals, and polyester concrete deck overlays. Roadwork will include MGS, terminal systems, and overside drains.

Bids shall be **UNIT PRICES**

Bids must be for all of the work described herein unless the Bid Form specifically indicates a bid item is optional.

Complete work within **275** working days.

The DBE contract goal is **18** percent for the Hirschdale Road Over Truckee River Bridge Replacement Project.

The DBE contract goal is **18** percent for the Hirschdale Road At Hinton (UPRR) Overhead Rehabilitation Project.

For the Federal trainee program, the number of trainees or apprentices is **5** for the Hirschdale Road Over Truckee River Bridge Replacement Project.

For the Federal trainee program, the number of trainees or apprentices is **0** for the Hirschdale Road At Hinton (UPRR) Overhead Rehabilitation Project.

The combined Engineer's Estimate for (both bridge projects) this contract is \$7,000,000.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Obtaining Contract Documents: Official copies of the Contract Documents for bidding may be downloaded free of charge at the following link: www.mynevadacounty.com/purchasing. Alternatively, these documents may be purchased for approximately \$120.00 in person at the Purchasing Division, 950 Maidu Ave, Nevada City, CA 95959 if arranged and confirmed in advance.

Questions regarding the Work or the contract Documents shall be submitted online on Public Purchase by July 26, 2024 5:00pm.

Contractor will be required to possess a **CLASS A** contractor's license or a **combination of classes required by the categories and types of work** included in this contract at the time the bid is submitted. The contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

A pre-bid conference or walk-through will **NOT** be held.

DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION. The Department of Industrial Relations (DIR) has launched an online application at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before bidding on public works contracts in California.

In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid Form, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1.

Contractor and all subcontractors must comply with the requirements of labor code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5 Registration and all related requirements of those Sections must be maintained throughout the performance of the contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

The County is required to provide notice to the Department of Industrial Relations of any public works contract subject to prevailing wages within five (5) days of the award. The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.

Each bidder must submit a cashier's check, certified check or a bidder's bond in an amount equal to 10% of the total amount of the bid. The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond guaranteeing faithful performance and payment of all debts related to this contract.

The County of Nevada, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This is a public works project. Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, the County of Nevada has ascertained that prevailing wage rates are applicable to the work to be done and are available at the State of California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor shall not pay less than the prevailing rate of wages.

No bid will be considered unless it is made on a blank form furnished by the County of Nevada and is made in accordance with the provisions of the bid requirements and conditions set forth in the contract documents.

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

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

County reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely.

COUNTY OF NEVADA
STATE OF CALIFORNIA

By: _____
Chair, Board of Supervisors or Purchasing Agent

Dated: _____

INSTRUCTIONS TO BIDDERS

FOR:
HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT

AND

HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT

LOCATED AT: NEVADA COUNTY, CALIFORNIA

1. DEFINITIONS

Bidder: One who submits a bid directly to County as distinct from a sub-bidder who submits a bid to a bidder.

Successful Bidder: The lowest, qualified, responsive, responsible bidder to whom County makes an award.

Bidding Documents:

Invitation to Bid

Instructions to Bidders

Checklist of Documents Enclosed by Bidder

Bid Form

Bidder's Bond or other security

Experience Statement

Subcontractor List

Bidder's Representations

Proposed Contract Documents

Appendices to this document

Any and all Addenda

2. COPIES OF BIDDING DOCUMENTS

Complete copies of the bid documents and specifications for use in preparing bids may be obtained in accordance with the Invitation to Bid. Bid documents are also available electronically and can be downloaded from www.mynevadacounty.com/purchasing under the Requests for Bids and Proposals section. Addenda will also be posted to this location. Vendors must register with the County in order to be notified of addendums and other notices. To register, please go to:

<https://www.publicpurchase.com/gems/register/vendor/register>.

Partial sets of bidding documents will not be issued. Complete sets of bidding documents shall be used in preparing bids. County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. If bidder believes its set of bidding documents is incomplete, it shall be the responsibility of bidder to contact County to confirm that Bidder has a complete set.

County, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

Each bidder must submit, with their bid, written evidence of bidder's qualifications to perform the work. Bidders will be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's qualifications, the following factors will be considered: work previously completed by the bidder and whether the bidder (a) maintains a permanent place of business; (b) has

adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each bidder will be required to show that he or she has handled former work so that no just claims are pending against such work. No bid will be accepted without submittal of a completed experience statement form or from a bidder who is engaged on any work which would impair his or her ability to perform or finance this work.

Each bidder must hold a current valid contractor's license at the time of bidding or the bid will be rejected.

4. INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the examination, bidder finds facts or conditions that appear confusing to bidder, bidder shall apply to County for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself or herself as to the conditions of the work to be performed, unless an addendum has been issued.

The submission of a bid by the bidder shall constitute the acknowledgement that, if awarded the contract, bidder has relied and is relying on bidder's examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on bidder's own knowledge of existing conditions on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of County. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Where technical reports or data have been utilized in the preparation of the contract documents, bidder may rely upon the accuracy of the technical data contained in such reports but not upon the interpretations or opinions contained therein for the completeness thereof for the purpose of bidding or construction.

Where plans and specifications contain drawings of physical conditions in or relating to existing surface conditions, including underground facilities, which are at or contiguous to the site, bidder may rely upon the accuracy of the data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction. If a mass diagram has been prepared for a project, it is for design purposes only. If it is made available to bidders, County assumes no responsibility whatever for the information contained therein and makes no guarantees with respect to reliance thereon.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the contract documents.

On request in advance, County will provide each bidder access to the site to conduct such explorations and tests, as each bidder deems necessary for the submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent

structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the contract documents.

5. EXAMINATION OF CONTRACT DOCUMENTS

The contract documents shall consist of the following:

1. Invitation to Bid;
2. Instructions to Bidders;
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award);
4. Contract;
5. Addenda which pertain to the Contract;
6. The Bonds or other security;
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated;
8. The Plans, Specifications and Estimate (PS&E) including Special Provisions, and Drawings as identified in the Contract;
9. Certificates of Insurance;
10. State of California, Department of Transportation, Standard Plans and Specifications
11. Appendices to this document

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, Specifications, drawings and addenda (if any). The submission of a bid shall constitute an acknowledgement upon which County may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve that bidder from any obligation with respect to that bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

6. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Any ambiguities or inconsistencies in the plans and specifications or other contract documents, or problems which are visible by an inspection of the site or review of the contract documents shall be resolved prior to bidding. Request for an interpretation shall be made in writing and delivered to County at least ten (10) days before the time announced for opening of the bids. Interpretations by County will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. County reserves the right to amend any contract language, which it determines, is ambiguous prior to award of the bid.

7. ADDENDA

Each bid shall include specific acknowledgment, in the space provided, of receipt of all addenda issued during the bidding period. Failure to so acknowledge will result in the bid being rejected as not responsive. The Contractor is responsible for verifying that all addenda have been received and for obtaining all addenda prior to submitting bids for the work.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the bidding documents as deemed advisable by County.

No addenda will be issued later than four (4) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. BIDS

Bids shall be made on the blank forms prepared by County and included herein. Bidders may extract these pages from the book of specifications or submit the entire book. All bids shall give prices, both in writing and in figures, and shall be signed by the bidder or bidder's authorized representative with bidder's address and shall provide all other information requested on the Bid Form. If the bid is made by an individual, his or her name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation for Bid and shall be included in a sealed envelope addressed to the Nevada County Purchasing Division. If mailed, the bids shall be addressed to:

Submit Bids to:

Nevada County Purchasing Division
Eric Rood Administrative Center
P.O. Box 59902
950 Maidu Avenue Suite 129
Nevada City, CA 95959-7902

The bid shall be identified on the outside with the bidder's name, license number and address and with the project title: **HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT AND HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT.**

Each bid shall be accompanied by the bid security and other required documents.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephone, or fax bids are invalid and will not receive consideration. No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

10. PRE-BID CONFERENCE OR WALK-THROUGH

A pre-bid conference or walk-through will **not** be held.

11. BID PRICE

The bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. The bid price will be the combined price of the Hirschdale Road Over Truckee River Bridge Replacement Project and Hirschdale Road At Hinton (UPRR) Overhead Rehabilitation Project.

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid. Discrepancies between the indicated sum or total of figures and the correct sum or total will be resolved in favor of the correct sum or total.

12. BASIS OF BIDS

The bidder shall submit both a lump sum price and prices for all unit cost items and alternatives shown on the Bid Form. Failure to comply may be cause for rejection.

Where specific quantities are given, they are approximate only, being given as a basis for the comparison of bids, and the County of Nevada does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by County. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
- b. As to the lump sum items, the amount set forth in the "Total" column shall be the item price.

In accordance with the provision of Section 6707 of the State Labor Code, each bidder shall list, in any bid item calling for trenching of five (5) feet or more in depth, the amount contained in the bid for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

13. TAXES

Bid prices shall include allowance for all federal, state and local taxes.

14. CONTRACT TIME

The date by which the work is to be completed (the contract time) is set forth in the Invitation to Bid and contract documents.

15. SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "co-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "co-equal" item of material or equipment may be furnished or used by Contractor if acceptable to County, application for such acceptance will not be considered by County until after the effective date of the contract unless an addendum is issued to all bidders authorizing the use of a specified substitute. The procedure for submittal of any such application by Contractor and consideration by County is set forth in the contract documents.

16. SUBCONTRACTOR LIST

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid or \$10,000, whichever is greater, per Public Contracts Code Sections 4104. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the

Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

County has the right to review the suitability and qualifications of any subcontractor or supplier proposed by the Contractor. As part of this review County may request an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person and organization. If County, after due investigation, has reasonable objection to any proposed subcontractor, County may, before giving the notice of award, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If the apparent successful bidder does not make such substitution, the contract shall not be awarded to such bidder, but Contractor's failure to make such substitution will not constitute grounds for sacrificing the bid security. Any subcontractor, other person or organization so listed and to whom County does not make written objection prior to the giving of the notice of award will be deemed acceptable to County subject to revocation of such acceptance after the effective date of the agreement as provided in the contract documents.

No Contractor shall be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

The Contractor may not change any subcontractor listed on its bid without written approval from County after a determination that the requirements of Public Contracts Code Section 4107 have been met.

17. BID GUARANTY (BID BOND)

The bid shall be accompanied by a bid guaranty bond (bid bond) duly completed on the form provided herewith or a form which is substantially similar, by a guaranty company authorized to carry on business in the State of California, for payment to County in the sum of at least ten (10%) percent of the total amount of the bid, or alternatively by a certified or cashier's check, payable to County in the sum of at least ten (10%) percent of the total amount of the bid. A bid bond form which provides further payment of attorney's fees or which contains a termination date will not be considered to be "substantially similar". The amount payable to County under the guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to County as liquidated damages in case of a failure or neglect of the bidder to furnish, execute and deliver to County the required performance and payment bonds, evidence of insurance, and to enter into, execute and deliver to County the contract on the form provided herewith, within **30 days** after being notified in writing by County that the award has been made and the agreement is ready for execution.

All bonds shall have a power of attorney authorizing the signature of the person authorized to sign on behalf of the Surety attached to the bond. **The power of attorney signature and the principal's signature shall each (both) be notarized.**

The bid bond shall name County as beneficiary and shall specify that the bond is valid for the bid opening of this project as scheduled in the Invitation to Bid.

18. RETURN OF BID GUARANTEES

Within **ten (10) days** after the bids are awarded, County will return the bid guarantees (other than bid bonds) accompanying the bids for bids not considered in making the award. All other bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

19. MODIFICATION OR WITHDRAWAL OF BIDS

Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or be by fax; if by fax, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as

not to reveal the amount of original bid. Bids may also be modified or withdrawn in person by the bidder or an authorized representative provided bidder can prove bidder's identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

If, within 24 hours after bids are opened, any bidder files a duly signed written notice with County and promptly thereafter demonstrates to the reasonable satisfaction of County that there was a material and substantial mistake in the preparation of the bid, that bidder may withdraw his or her bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

20. OPENING OF BIDS

Bids will be opened publicly and read aloud. An abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of the bids.

21. BIDS TO REMAIN OPEN

All bids shall remain open and subject to acceptance for a period of **120 days** from the date of opening, but County may, in County's discretion, release any bid and return the bid security prior to that date.

22. POSTPONEMENT OF OPENING

County reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement.

23. AWARD OF CONTRACT-PROTESTS

The Contract, if it is awarded, will be awarded to the lowest responsible bidder whose bid complies with the requirements set forth herein. The lowest bidder shall be the bidder submitting the lowest price for the work as specified.

Within **120** days after the time of opening the bids, County will act either to accept a bid or to reject all bids. The acceptance of a bid will be evidenced by a notice of award of contract in writing.

County will use email to notify bidders of the decision of the County on the award of this Bid. Therefore, it is essential that bidders identify one or more contact persons on the Bid Form who have frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

The award of contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond, warranty bond, and evidences of insurance (certificates of insurance and endorsements specified in the contract) and execute the agreement set forth in the contract documents.

In addition but not limited to the following, the County reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all nonconforming, non-responsive, or conditional bids. County reserves the right to reject the bid of any bidder if County believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County reserves the right to reject any bids which omit a bid on any one or more items on which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of County; any bid accompanied by insufficient or irregular bid security; and any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

County may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by County.

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered, and County may likewise elect to reject all bids received.

Protests and Appeals:

Bid Protest. Any bid protest must be in writing, received by the Purchasing Agent at the Rood Administrative Center, 950 Maidu Avenue, Suite 130, Nevada City, CA, before 5:00 p.m. no later than five working days following the notice of intent to award (herein referred to as the Bid Protest Deadline), and must comply with the following requirements:

1. **General.** Only a bidder who has actually submitted a Bid Form is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 1, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.
2. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. **Copy to Protested Bidder(s).** A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. **Bidders Response to Protest.** The protested bidder may submit to the County a written response to the protest, provided the response is received before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
 - 4.1 **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. **Exclusive Remedy.** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
6. **Right to Award.** The County Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsive, responsible bidder submitting the lowest

bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

24. SIGNING OF AGREEMENT

When County gives a Notice of Award to the successful bidder, it will be accompanied by unsigned counterparts of the agreement and all other contract documents.

Three (3) copies of the contract documents will be prepared by County. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to County within **30 days**. The date of execution of the contract shall be left blank for filling in by County.

County will execute all copies, insert the date of signing the contract on the contract and bond forms and on the power-of-attorney and distribute one copy each to County and Contractor. Contractor shall be responsible for distribution of copies to the Surety(ies).

Notwithstanding any action by County to the contrary or by the Board of Supervisors in accepting a bid, there shall be no contract between bidder and County until the contract documents are signed by County.

Failure of the Contractor to execute the contract within the specified time shall be just cause for withdrawal of the contract award by the County and forfeiture by the Contractor of the bid guaranty bond.

25. NOTICE TO PROCEED

County shall give the successful bidder written notice to proceed with the work within **14 days** of the execution of the contract. Notwithstanding any other provision of the contract, County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

26. PERFORMANCE AND OTHER BONDS

The contract documents set forth County's requirements as to performance and other bonds. When the successful bidder delivers the executed contract to County, it shall be accompanied by the required contract security. The bonds shall be provided on County's forms or on forms which are substantially similar. Notwithstanding any language contained in the bonds, County shall not be liable for attorney's fees either for the enforcement of the bond or for any other action under this Contract. Bonds shall not contain any date of termination.

27. CONTRACTUAL RESTRICTIONS

No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

28. POSTING SECURITY IN LIEU OF RETENTION

The Contractor may elect to receive one hundred percent (100%) of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the

California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

29. LIQUIDATED DAMAGES

The County is authorized by Government Code Section 53069.85 to assess liquidated damages for delay.

CHECKLIST OF DOCUMENTS ENCLOSED BY BIDDER

Bidder shall acknowledge he or she has enclosed all required Bidding Documents listed herein by signing his or her initials in "Bidder" column, after each item.

DOCUMENT	SIGNATURES	
	BIDDER	COUNTY REP.
1. BID FORM (signed)		
2. ACKNOWLEDGMENT OF ADDENDA		
3. BID SECURITY: Bid Bond (must be signed and notarized by Principal and corporate surety) ; or Cashier's check; or Certified Check; or Cash		
4. EXPERIENCE STATEMENT (signed)		
5. SUBCONTRACTOR LIST (signed)		
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION CERTIFICATION, NONCOLLUSION DECLARATION)		
7. PUBLIC CONTRACT CODE: 10285.1, 10162, AND 10232 (signed)		

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

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

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

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

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF NEVADA*, and that discretion will be exercised in the manner deemed by the *COUNTY OF NEVADA* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF NEVADA* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF NEVADA*, within 30 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF NEVADA* that the contract has been awarded, the *COUNTY OF NEVADA* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *COUNTY OF NEVADA*.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *COUNTY OF NEVADA*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT AND HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECTS_____

Name of Bidder: _____

The work to be done and referred to herein is in Nevada County, State of California, and shall be constructed in accordance with the Plans, Specifications (including the payment of not less than the wage rates set forth therein) and the Contract annexed hereto.

The work to be done is shown on project documents entitled: _____

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefor the following:

HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT

FEDERAL NO. BRLO-5917 (092)

Item No.	Item Code	(F)	Item Description	Unit of Measure	Quantity	Unit Price	Total
1	070030		LEAD COMPLIANCE PLAN	LS	1		
2	099999		CONSTRUCTION STAKING	LS	1		
3	100100		DEVELOP WATER SUPPLY	LS	1		
4	120090		CONSTRUCTION AREA SIGNS	LS	1		
5	120100		TRAFFIC CONTROL SYSTEM	LS	1		
6	120120		TYPE III BARRICADE	EA	4		
7	120149		TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	31		
8	120182		PORTABLE DELINEATOR	EA	50		
9	129000		TEMPORARY RAILING (TYPE K)	LF	1000		
10	130100		JOB SITE MANAGEMENT	LS	1		
11	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
12	130310		RAIN EVENT ACTION PLAN	EA	30		
13	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	20		
14	130330		STORM WATER ANNUAL REPORT	EA	2		
15	130550		TEMPORARY HYDROSEED	SQY D	4810		
16	130640		TEMPORARY FIBER ROLL	LF	720		
17	130900		TEMPORARY CONCRETE WASHOUT	LS	1		

Item No.	Item Code	(F)	Item Description	Unit of Measure	Quantity	Unit Price	Total
18	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	30		
19	131104		WATER QUALITY MONITORING REPORT	EA	12		
20	131105		WATER QUALITY ANNUAL REPORT	EA	3		
21	131201		TEMPORARY CREEK DIVERSION SYSTEMS	LS	1		
22	146007		INVASIVE SPECIES CONTROL	LS	1		
23	146008A		BAT EXCLUSION	LS	1		
24	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	562		
25	160201		RESIDENT ENGINEERS OFFICE	LS	1		
26	170103		CLEARING AND GRUBBING (LS)	LS	1		
27	190101	F	ROADWAY EXCAVATION	CY	2186		
28	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	374		
29	192008	F	STRUCTURE EXCAVATION (TYPE A)	CY	293		
30	193001	F	STRUCTURE BACKFILL	CY	191		
31	194001		DITCH EXCAVATION	CY	94		
32	198010	F	IMPORTED BORROW	CY	1620		
33	204008		PLANT (GROUP H)	EA	328		
34	204020		PLANT (GROUP P)	EA	875		
35	204031A		REPLANT 8' PINE TREE	EA	3		
36	204035		PLANT (GROUP A)	EA	500		
37	204099		PLANT ESTABLISHMENT WORK (5-YEAR)	LS	1		
38	210252		BONDED FIBER MATRIX	SQFT	36785		
39	210260		ROLLED EROSION CONTROL PRODUCT (JUTE MESH)	SQFT	49955		
40	210350		FIBER ROLLS	LF	2010		
41	210430		HYDROSEED	SQFT	66605		
42	260203		CLASS 2 AGGREGATE BASE (CY)	CY	98		
43	390132		HOT MIX ASPHALT (TYPE A), FIBER REINFORCED	TON	118		
44	394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	2		
45	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQY D	2		
46	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQY D	97		
47	480200A		TEMPORARY TRESTLE	LS	1		
48	480200B		TRESTLE DECK REMOVAL AND REPLACEMENT	EA	2		
49	495000		MICROPILE	EA	43		
50	500010		PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
51	510000		SEAL COURSE CONCRETE	CY	51		
52	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	100		
53	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	390		
54	510054	F	STRUCTURAL CONCRETE, POLYMER FIBER	CY	211		
55	512560A		PRECAST CONCRETE BAT HOUSE	EA	6		
56	519092		JOINT SEAL ASSEMBLY (MR 2 1/2")	LF	52		
57	520102	F	BAR REINFORCING STEEL (BRIDGE)	LB	50,014		
58	520106	F	BAR REINFORCING STEEL (EPOXY COATED)	LB	70,183		
59	600097		BRIDGE REMOVAL	LS	1		
60	723050	F	ROCK SLOPE PROTECTION (1/4 T, Class V, METHOD B) (CY)	CY	380		
61	723080	F	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) (CY)	CY	21		
62	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQY D	511		
63	730020		MINOR CONCRETE (CURB) (CY)	CY	1		
64	731521		MINOR CONCRETE (SIDEWALK)	CY	3		
65	750501		MISCELLANEOUS METAL (BRIDGE)	LB	268		
66	770001A		CONNECT TO EXISTING COMMUNICATION MANHOLE	EA	1		
67	770002A		4" CONDUIT	LF	344		

Item No.	Item Code	(F)	Item Description	Unit of Measure	Quantity	Unit Price	Total
68	770003A		ARMORCAST 3048 TELEPHONE HANDHOLE	EA	2		
69	782200		OBLITERATE SURFACING	SQY D	31		
70	801365A		PIPE BARRIER GATE	EA	1		
71	803155A		RESET FENCE	LF	151		
72	820115		SNOW POLE MARKER	EA	10		
73	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.63"-UNFRAMED)	SQFT	49		
74	820840		ROADSIDE SIGN - ONE POST	EA	6		
75	832006		MIDWEST GUARDRAIL SYSTEM (STEEL POST)	LF	44		
76	833085A	F	PIPE HANDRAILING (TYPE 1)	LF	131		
77	833085B	F	PIPE HANDRAILING (TYPE 2)	LF	23		
78	839543		TRANSITION RAILING (TYPE WB-31)	EA	3		
79	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2		
80	839590A		ALTERNATIVE CRASH CUSHION	EA	1		
81	839737A	F	CALIFORNIA ST-75 BRIDGE RAIL	LF	315		
82	839737B	F	CALIFORNIA ST-75SW BRIDGE RAIL	LF	315		
83	840656		PAVEMENT TRAFFIC STRIPE (2-COAT)	LF	826		
84	840666		PAINT PAVEMENT MARKING (2-COAT)	SQFT	19		
85	999990		MOBILIZATION	LS	1		
							Total _____

See next page for continuation of Bid Items

HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT

FEDERAL NO. BRLO-5917 (097)

Item No.	Item Code	(F)	Item Description	Unit of Measure	Quantity	Unit Price	Total
1	070030		LEAD COMPLIANCE PLAN	LS	1		
2	099999		CONSTRUCTION STAKING	LS	1		
3	100100		DEVELOP WATER SUPPLY	LS	1		
4	120090		CONSTRUCTION AREA SIGNS	LS	1		
5	120100		TRAFFIC CONTROL SYSTEM	LS	1		
6	120149		TEMPORARY PAVEMENT MARKING (PAINT)	SQFT	21		
7	120182		PORTABLE DELINEATOR	EA	26		
8	129000		TEMPORARY RAILING (TYPE K)	LF	500		
9	130100		JOB SITE MANAGEMENT	LS	1		
10	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
11	146007		INVASIVE SPECIES CONTROL	LS	1		
12	146008A		BAT EXCLUSION	LS	1		
13	146006		CONTRACTOR SUPPLIED BIOLOGIST (BAT EVICTION)	LS	1		
14	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	1940		
15	170103		CLEARING AND GRUBBING (LS)	LS	1		
16	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	23		
17	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	11		
18	210252		BONDED FIBER MATRIX	SQFT	27420		
19	210260		ROLLED EROSION CONTROL PRODUCT (JUTE MESH)	SQFT	20565		
20	210350		FIBER ROLLS	LF	1320		
21	210430		HYDROSEED	SQFT	27420		
22	260203		CLASS 2 AGGREGATE BASE (CY)	CY	10		
23	390132		HOT MIX ASPHALT (TYPE A) FIBER REINFORCED	TON	6		
24	394077		PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	19		
25	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQY D	2		
26	398001		REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	717		
27	398200		COLD PLANE ASPHALT CONCRETE PAVEMENT	SQY D	49		
28	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	53		
29	510805		DIAPHRAGM BOLSTER	EA	8		
30	511106		DRILL AND BOND DOWEL	LF	325		
31	511111		DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)	LF	50		
32	519088		JOINT SEAL (MR 1")	LF	65		
33	520102	F	BAR REINFORCING STEEL (BRIDGE)	LB	3,451		
34	520110	F	BAR REINFORCING STEEL (EPOXY COATED) (BRIDGE)	LB	3,318		
35	600003		INJECT CRACK (EPOXY)	LF	148		
36	600013		REPAIR SPALLED SURFACE AREA	SQFT	67		
37	600029		REMOVE ASPHALT CONCRETE SURFACING	SQFT	3,135		
38	600037		PREPARE CONCRETE BRIDGE DECK SURFACE	SQFT	2,585		
39	600041		FURNISH POLYESTER CONCRETE OVERLAY	CF	216		
40	600043		PLACE POLYESTER CONCRETE OVERLAY	SQFT	2,585		
41	600081		CORE CONCRETE (1 1/2")	LF	144		
42	600065		CORE CONCRETE (3")	LF	18		

Item No.	Item Code	(F)	Item Description	Unit of Measure	Quantity	Unit Price	Total
43	600114		BRIDGE REMOVAL (PORTION)	LS	1		
44	600153A	F	COMPOSITE COLUMN CASING	SQFT	220		
45	600154A	F	CARBON FIBER ANCHOR	EA	36		
46	600166	F	MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE 2)	LB	828		
47	641107		18" PLASTIC PIPE	LF	173		
48	705311		18" ALTERNATIVE FLARED END SECTION	EA	2		
49	723080	F	ROCK SLOPE PROTECTION (60 lb, Class II, METHOD B) (CY)	CY	4		
50	723095	F	ROCK SLOPE PROTECTION (20 lb, Class I, METHOD B) (CY)	CY	2		
51	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQY D	18		
52	801365A		PIPE BARRIER GATE	EA	1		
53	820130		OBJECT MARKER (TYPE P)	EA	4		
54	820840		ROADSIDE SIGN - ONE POST	EA	6		
55	839543		TRANSITION RAILING (TYPE WB-31)	EA	4		
56	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1		
57	839585		ALTERNATIVE FLARED TERMINAL SYSTEM	EA	3		
58	833035A	F	CHAIN LINK RAILING (TYPE 2)	LF	180		
59	839737B	F	CALIFORNIA ST-75 BRIDGE RAIL	LF	346		
60	833094	F	TUBULAR BICYCLE RAIL	LF	324		
61	840666		PAINT PAVEMENT MARKING (2 - COAT)	SQFT	20		
62	999990		MOBILIZATION	LS	1		
							Total _____

TOTAL COMBINED BID (For Hirschdale Road Over Truckee River Bridge Replacement Project And Hirschdale Road At Hinton (UPRR) Overhead Rehabilitation Project) (in figures):

TOTAL COMBINED BID (For Hirschdale Road Over Truckee River Bridge Replacement Project And Hirschdale Road At Hinton (UPRR) Overhead Rehabilitation Project) (in words):

Bidder shall bid each item. Failure to bid an item shall be just cause for considering the bid as non-responsive. County reserves the right to reject all bids

The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instructions to Bidders, and further agrees to complete all work by the bid, in accordance with all requirements of the contract.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefore the following

Contract shall be awarded based upon the lowest responsive and responsible Bid, Total Combined Bid of both bridges.

Receipt of copies of the following addenda is hereby acknowledged.

Addendum No.	Bidder's Signature	Date Acknowledged
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

All addenda received have been considered in preparation of this bid.

Enclosed herewith are the Bid Form, Bid Bond or other security, Experience Statement, Subcontractor List and Bidder's Representations form and Public Contract Code form.

In submitting this bid it is understood that the right is reserved by County to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders.

County reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead, profit and all applicable taxes.

By submission of this bid, each bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

A bid bond will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and payment bond as required in the contract with a surety satisfactory to County within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, County may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the County of Nevada.

Accompanying this bid is:

_____ ("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for \$ _____ an amount equal to ten percent (10%) of the total bid.

****Note: ** The 10% declaration must be written and defined. Writing “see attached” will not be accepted and may deem your Bid non-responsive.**

The names of individuals who are principals in any partnership, joint venture, business association or corporation in the foregoing bid are as follows:

Licensed in accordance with an act providing for the registration of contractors, License No.

Printed Name of Authorized Representative: _____

Dated _____

Authorized Signature of Bidder

BUSINESS ADDRESS: _____

CITY, STATE & ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

CLASSIFICATION OF CONTRACTOR'S LICENSE: _____

EXPIRATION DATE OF CONTRACTOR'S LICENSE: _____

DIR# _____ FEDERAL TAX ID. No.: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a bidder is a joint venture, the documents must be signed by an authorized officer of each firm to the joint venture and shall include the California Contractor's License number of each partner to the joint venture. The signature of any attorney-in-fact must be notarized.

BIDDER'S BOND

STATE OF CALIFORNIA

COUNTY OF NEVADA

KNOW ALL PERSONS BY THESE PRESENT,

That we _____

_____, as contractor, and _____

_____ as surety, are held and firmly bound unto the County of Nevada in the sum of ten percent (10%) of the total amount of the bid of the contractor above named, submitted by said contractor to the County of Nevada for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Nevada, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$_____.

****Note: ** The 10% declaration must be written and defined. Writing "see attached" will not be accepted and may deem your Bid non-responsive.**

The condition of this obligation is such that whereas the contractor has submitted the above-mentioned bid to the County of Nevada, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Nevada City, California, on _____, for:

NOW, THEREFORE, if the aforesaid contractor is awarded the contract, and within the time and manner required by the contract documents, after the prescribed forms are presented to him or her for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Nevada, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Notice to Surety shall be provided at:

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ A. D. 20_____.

_____ Seal

_____ Seal

_____ Seal
Contractor

_____ Seal

_____ Seal

_____ Seal
Surety

NOTE: Signature of Surety and Principal of Bidding Contractor shall be notarized. Power of attorney for surety with corporate seal affixed must be attached. Failure to have both signatures notarized will deem your Bid as non-responsive.

EXPERIENCE STATEMENT

The following outline is a record of the bidder's or subcontractor's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "Experience Statement" and signed.

FAILURE TO COMPLETE WILL RESULT IN BID DISQUALIFICATION

1.) **PROJECT NAME:**

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

2.) **PROJECT NAME:**

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

3.) **PROJECT NAME:**

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

4.) **PROJECT NAME:**

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

Signature of Contractor

EXHIBIT 12-B Bidder's List of Subcontractors (DBE and NON-DBE) Part 2 t 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

BIDDER'S REPRESENTATIONS

I, the undersigned, declare as follows:

1. **BIDDER'S QUALIFICATIONS:** That neither I nor a company of which I am more than 50% owner have been disqualified from bidding, removed from a public works construction project or otherwise been prevented from bidding because of a violation of law or a safety regulation.

Further, I declare under penalty of perjury that neither I nor a company of which I am more than a 50% owner, have had more than one final, unappealable finding of contempt of court by a federal court within the immediately preceding two year period because of failure to comply with an order of the Federal court (Public Contract Code Section 10232), which orders the Contractor to comply with an order of the National Labor Relations Board.

Further, I declare under penalty of perjury that I have not been convicted by any court of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract.

2. **WORKER'S COMPENSATION CERTIFICATION (LABOR CODE SECTION 1861):** That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Worker's 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.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Bidder:

PUBLIC CONTRACT CODE

PUBLIC CONTRACT 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 checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes No

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

PUBLIC CONTRACT CODE 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature of Contractor

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

Signature of Contractor

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY of NEVADA
DEPARTMENT OF PUBLIC WORKS.

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

Note: The above Non-collusion Affidavit is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature of Contractor

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Certification.

Signature of Contractor

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES (SF-LLL)

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> a. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year ___ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="margin-left: 100px;">Tier _____, if known</p> <p>Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last,first, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p>		

b. in-kind; specify: nature _____
value _____

e deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

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

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Federal Use Only:

Standard Form – LLL (Rev 09-12-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.doi.gov/sites/doi.gov/files/WHD/leagacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$ 0.00	
22. Local Agency Contract Number:	_____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		0.00 %	
23. Federal-Aid Project Number:	_____				
24. Bid Opening Date:	_____				
25. Contract Award Date:	_____				
26. Award Amount:	_____	Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	_____	28. Date	_____	17. Preparer's Signature	_____
29. Local Agency Representative's Name	_____	30. Phone	_____	18. Date	_____
31. Local Agency Representative's Title	_____			19. Preparer's Name	_____
				20. Phone	_____
				21. Preparer's Title	_____

- DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
 3. Include additional copy with award package.

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENTCONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the [California Unified Certification Program database](#).
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

INSTRUCTIONS - LOCAL AGENCY BIDDER
CONSTRUCTION CONTRACT DBE COMMITMENT (EXHIBIT 15-G)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

The form requires specific information regarding the construction contract: Local Agency, Contract DBE Goal, Project Description, Project Location, Bidder's Name, if Prime Contractor is certified DBE, Bid Amount, Total Dollar Amount for All Subcontractors, Total number of All Subcontractors.

The form has columns for the Bid Item Number and Description of Work, Service, or Materials Supplied by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the contact information of DBE contractors to perform the work (who must be certified on the date bids are opened - include the DBE name, address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "Subcontractor List" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s) _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of X% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 17-F FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Acceptance Date** - Enter the date the contract was **accepted by the Local Agency**.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. **If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals.** The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O - DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address		7. Final Contract Amount
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS - DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (%)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties:	

	6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	 11.9 28.3 21.5 19.0 19.7

	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

5. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- ii. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL TRAINEE PROGRAM

This section applies if a number of trainees or apprentices is specified in the Invitation to Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area

Before starting work, the prime contractor shall submit to the County of Nevada:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the County of Nevada's approval for this submitted information before the prime contractor starts work. The County of Nevada credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The County of Nevada and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Nevada reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

FEDERAL WAGE RATES

See the Federal Website, <https://sam.gov/content/home> for current rates.

Rates that are current at the time of bid **MUST BE PROVIDED BY THE CONTRACTOR** and shall be attached and included in the contract.

STANDARD PLANS LIST

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

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62F	Excavation and Backfill - Metal and Plastic Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
A77M1	Midwest Guardrail System - Standard Hardware
A77N2	Midwest Guardrail System - Steel Post and Notched Wood Block Details
A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY

A77T2	Midwest Guardrail System - Buried Post End Anchor (Type B - F)
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MIDWEST GUARDRAIL SYSTEM - CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

A77U2	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 2
A77U3A	Midwest Guardrail System - Connections to Abutments and Walls
A77U3B	Midwest Guardrail System - Connections to Abutments and Walls

A77U4	Midwest Guardrail System - Transition Railing (Type WB-31)
A77V2	Midwest Guardrail System - Connections to Bridge Railings with Sidewalks Details No. 2
A87B	CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING Hot Mix Asphalt Dikes
D87D	PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS Overside Drains
	FLARED END SECTIONS
D94A	Metal and Plastic Flared End Sections
	LANDSCAPE AND EROSION CONTROL
H51	Erosion Control Details - Fiber Roll and Compost Sock
	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1A1	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)
T3E	Temporary Barrier System (Cross Bolt)
	BRIDGE DETAILS
B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
B0-13	Bridge Details
	JOINT SEALS
B6-21	Joint Seals (Maximum Movement Range = 2")
	BOX GIRDER DETAILS
B7-1	Box Girder Details
	DECK DRAINS
B7-5	Deck Drains
B7-6	Deck Drains - Types D-1 and D-2
B7-8	Deck Drainage Details
	UTILITY OPENING
B7-10	Utility Opening - Box Girder
B7-11	Utility Details
	CAST-IN-PLACE POST-TENSIONED GIRDER
B8-5	Cast-In-Place Post-Tensioned Girder Details
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4

COUNTY SPECIAL PROVISIONS

COUNTY OF NEVADA
STATE OF CALIFORNIA

SPECIAL PROVISIONS

For

HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT

FEDERAL NO. BRLO-5917 (092)

COUNTY PROJECT NO. 224029

AND

HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT

FEDERAL NO. BRLO-5917 (097)

COUNTY PROJECT NO. 224030

The work embraced herein shall be done in accordance with the Project Plans, the Standard Plans and Standard Specifications dated 2023 of the California Department of Transportation, the Nevada County Road Standards and Nevada County Standard Road Drawings, and these Special Provisions.

Some sections of the Caltrans Standard Specifications are superseded by these County Special Provisions. While the County Special Provisions may appear to be similar to the Caltrans 2023 Standard Specifications in some respects, they are not the same. Bidders and Contractors are advised to read these County Special Provisions carefully, and to not assume that provisions that are similar to Caltrans provisions are actually the same. It is the responsibility of all Bidders to read and understand the County Special Provisions before submitting a Bid.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications*.

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

DIVISION I GENERAL PROVISIONS

1 GENERAL

Conform to Section 1, "General" of the Standard Specifications, and these Special Provisions.

The work embraced herein shall be done in accordance with the State of California Standard Specifications, Revised Standard Specifications, Standard Plans and Revised Standard Plans, dated 2023, consistent with the County Standard Form Contract and in accordance with the following Special Provisions.

Wherever these Provisions require conforming to the Standard Specifications it must be interpreted to be conforming to the Standard Specifications and Revised Standard Specifications. Conforming to the Standard Specifications and Revised Standard Specifications is required unless specifically excluded or revised.

In case of conflict between the Standard Specifications or Standard Plans and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

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

STATE OR COUNTY OR STATE OF CALIFORNIA	County of Nevada
DEPARTMENT OR DEPARTMENT OF PUBLIC WORKS	County of Nevada Department of Public Works
DIRECTOR OR DIRECTOR OF PUBLIC WORKS	Board of Supervisors County of Nevada
ENGINEER OR CHIEF ENGINEER	Director of the Department of Public Works County of Nevada acting either directly or through properly authorized agent and consultants
NOTICE TO BIDDERS NOTICE TO CONTRACTORS	INVITATION TO BID
REVISED STANDARD SPECIFICATIONS	New or revised standard specifications. These specifications are available at the following website: https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications and as stated in Section 2-1.06B of the Standard Specifications.

Add to section 1-1.09:

This project is in a freeze-thaw area.

2 BIDDING

Conform to Section 2, "Bidding", of the Standard Specifications, and these Special Provisions.

The Bidder's attention is directed to the bidding documents preceding these Special Provisions, and the Standard Form Contract following these Special Provisions.

2-1.01 GENERAL

Bidding shall conform to Section 2, "Bidding", of the Standard Specifications, and these Special Provisions.

The bidder's bond shall conform to the bond form in the Bid Book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

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

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

FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	As-builts, Hirschdale Bridge over Truckee River Foundation Report, and Phase II Sampling and Analysis Hirschdale Road Bridges Rehabilitation Project, and Conceptual design utilized for permitting
Included with the project plans	Log of Test Borings

Add to section 2-1.09:

The item total for plant establishment work must be at least \$75,000.

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Conform to Section 2-1.12, “Disadvantaged Business Enterprises”, of the Standard Specifications, and these Special Provisions.

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs as provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs.

The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown in these Special Provisions or demonstrate that they made adequate good faith(GFE) efforts to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor’s responsibility to verify that at date of bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will only count towards the California Department of Transportation’s federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(l) as follows:

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

a. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

b. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. Commitment and Utilization

Note: In the Agency’s reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G Construction Contract DBE Commitment form unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday,

Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

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

Replace section 2-1.33B with:

2-1.33B Bid Form Submittal Schedules

2-1.33B(1) General

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

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

2-1.33B(2) Federal-Aid Contracts

2-1.33B(2)(a) General

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

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

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

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

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

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

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

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

^aSubmit only if you choose the option.

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

2-1.43 BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the **Invitation to Bid**.

2-1.50 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

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3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

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

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Bid protests are to be delivered to the following address:

Nevada County Purchasing Division
Eric Rood Administration Center
Suite 129
950 Maidu Avenue
PO BOX 599002
Nevada City, CA 95959-7902

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the Agency so that it is received within **10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address:

Nevada County Department of Public Works
Suite 170
950 Maidu Avenue
PO BOX 599002
Nevada City, CA 95959-7902

3-1.04 CONTRACT AWARD

Conform to 3-1.04, "Contract Award", of the Standard Specifications, and these Special Provisions.

The right is reserved to reject any and all bids.

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

Exhibit 15-G Construction Contract DBE Commitment form is included in the Bid Book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's Exhibit 15-G Construction Contract DBE Commitment form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of

work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement. Exhibit 15-G Construction Contract DBE Commitment form shall be completed and returned to Nevada County Department of Public Works by the successful bidder with the executed contract and contract bonds.

3-1.05 CONTRACT BONDS (PUBLIC CONTRACT CODE §§ 10221 AND 10222)

Conform to Section 3-1.05, "Contract Bonds (Pub Cont Code §§ 10221 and 10222", of the Standard Specifications, and these Special Provisions.

The successful bidder must furnish 3 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.
3. Replacement performance bond to guarantee the placement and success of the revegetation and erosion control. This bond must be equal to at least the lump sum price bid for Plant Establishment (5-year) with a 5-year term. This bond must be secured at the time of substantial completion and acceptance of all items with exception of Bid Item 204099.

Signed contract and bonds #1 and #2 are due within 30 days of Notice of Award.

Sureties on each of said bonds shall be satisfactory to the County Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the County, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the County.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

3-1.06 CONTRACTOR LICENSE

Conform to 3-1.06, "Contractor License", of the Standard Specifications, and these Special Provisions.

The Contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

Delete Section 3-1.08

Delete Section 3-1.11

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

4-1.06 DIFFERING SITE CONDITIONS (23 CFR 635.109)

The following shall be substituted for Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the Standard Specifications:

4-1.06A GENERAL

Not used

4-1.06B CONTRACTOR'S NOTIFICATION

Conform to Section 4-1.06B, "Contractor's Notification", of the Standard Specifications, and these Special Provisions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

4-1.06C ENGINEER'S INVESTIGATION AND DECISION

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 5-1.43C, "Supplemental Potential Claim Record", of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects

the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information", a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

4-1.13 CLEANUP

Conform to Section 4-1.13, "Cleanup", of the Standard Specifications, and these Special Provisions.

Cleanup shall consist of removing and disposing of all construction materials in connection with work. All parts of the work shall be left in a neat presentable condition.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.



5 CONTROL OF WORK

5-1.02 CONTRACT COMPONENTS

Conform to Section 5-1.02, "Contract Components", of the Standard Specifications, and these Special Provisions.

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

In the case of ambiguity or conflict, the documents shall be given the following priority:

- 1. Governing ranking of Contract parts in descending order is:
 - 1.1. Contract
 - 1.2. Instructions to Bidders, including addendums
 - 1.3. Project Special Provisions, including PLACs
 - 1.4. Project plans
 - 1.5. Revised standard specifications
 - 1.6. Standard specifications
 - 1.7. Revised standard plans
 - 1.8. Standard plans
 - 1.9. Supplemental project information
 - 1.10. Nevada County Road Standards and Nevada County Standard Road Drawings
- 2. Written numbers and notes on a drawing govern over graphics
- 3. Detail drawing governs over a general drawing
- 4. Specific specification governs over a general specification
- 5. Specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit an RFI.

5-1.13 SUBCONTRACTING

Conform to Section 5-1.13, "Subcontracting", of the Standard Specifications, and these Special Provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont. Code § 4100 et seq., the County of Nevada may exercise the remedies provided under Pub Cont. Code § 4110. The County of Nevada may refer the violation to the Contractors State License Board as provided under Pub Cont. Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts". Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Replace section 5-1.13B with:

5-1.13B Disadvantaged Business Enterprises

5-1.13B(1) General

Section 5-1.13B applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive Department prior authorization for termination under section 5-1.13B(2)(c). Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit within 10 days of Contract acceptance. The Department withholds the

greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

5-1.13B(2) Disadvantaged Business Enterprises

5-1.13B(2)(a) General

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with

your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
 - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
 - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
 - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(2)(d) Replacement

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
 - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
 - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - 1.2.1. Quote for bid item work and description of work to be performed
 - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
 - 2.2. Solicitations of DBEs for performance of work identified in 2.1
 - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
 - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
 - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

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

5-1.13B(3) Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. 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; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Add to the end of section 5-1.20A:

During the progress of the work under this Contract, UPRR may be working on guardrail at the Hirschdale Road at Hinton (UPRR) Overhead Rehabilitation Project. Bridge work under the following contracts may be in progress at or near the job site of this Contract:

Coordinate access, lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

Add to the end of section 5-1.20C:

This project includes work on the railroad property. Prior to working in the railroad property execute the Contractor's Right of Entry Agreement, obtain insurance required in the Contractor's Right of Entry Agreement and provide the insurance policies, certificates, binders and/or endorsements to the Railroad.

The railroad agreement is Appendix A. Comply with the requirements in the document.

This project includes construction work within the Right-of-Way and/or properties of the Union Pacific Railroad Company "UPRR" and adjacent to tracks, wire lines and other facilities. The following information describes the special requirements for coordination with UPRR when work by the Contractor will be performed upon, over or under the UPRR Right-of-Way or may impact current or future UPRR operations.

Railroad Operations:

- A. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local costumers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule work so that construction activities do not interfere with railroad operations. Approximately 20 freight trains and 4 passenger trains will utilize these tracks daily.

Contractor's Right of Entry Agreement:

- A. Prior to beginning any work on or over the property of, or affecting the facilities of, the UPRR, the Contractor shall enter into an agreement with the UPRR in the form of the "Contractor's Right of Entry Agreement" or latest version thereof provided by the UPRR. There is a fee for processing of the agreement. Contractor will be required to pay UPRR a nonrefundable payment estimated at \$500. This cost shall be borne by the Contractor. Contractor shall submit a copy of the executed agreement and the insurance policies, binders, certificates and endorsements set forth therein to the Agency (County of Nevada) prior to commencing work on UPRR property. The right of entry agreement shall specify working time frames, flagging and inspection requirements, and any other items specified by the UPRR.

B. The Contractor shall give the advance notice to the UPRR as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over UPRR's Right-of-Way and shall observe UPRR's rules and regulations with respect thereto.

C. All work upon UPRR's Right-of-Way shall be done at such times and in such manner so as not to interfere with or endanger the operations of UPRR. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to UPRR's Designated Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging and/or inspection service, shall be deferred until the flagging protection required by UPRR is available at the job site. See Flagman Protection section of these special provisions.

Insurance:

Contractor shall not begin work upon or over UPRR's Right-of-Way until UPRR has been furnished the insurance policies, binders, certificates and endorsements required by the "Contractor's Right-of-Entry Agreement" and UPRR's Designated Representative has advised the Agency (County of Nevada) that such insurance is in accordance with the Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until Contractor removes all tools, equipment, and material from UPRR's property and cleans the premises in a manner reasonably satisfactory to UPRR.

Railroad – On-Track Safety Class:

All personnel employed by the Contractor and all subcontractors must complete the Federal Rail Safety Training course "RWP – Roadway Worker Protection (On-Track Safety)". Completion of this course is mandatory before working on UPRR property. This course is available at www.railroadeducation.com or www.contractororientation.com. This required course has to be completed annually.

Flagman Protection:

UPRR representatives, conductors, flag person or watch person will be provided by UPRR at expense of the Contractor (as stated elsewhere in these bid documents) to protect UPRR facilities, property and movements of its trains or engines. In general, UPRR will furnish such personnel or other protective services as follows:

1. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from the centerline of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erections or construction activities are in progress within such limits, regardless of elevation above or below track.
2. For any excavation below elevation of track subgrade if, in the opinion of UPRR's Designated Representative, track or other UPRR facilities may be subject to settlement or movement.
3. During any clearing, grubbing, excavation or grading in proximity to UPRR facilities, which, in the opinion of UPRR's Designated Representative, may endanger UPRR facilities or operations.
4. During any contractor's operations when, in the opinion of UPRR's Designated Representative, UPRR facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
5. The Contractor shall arrange with the UPRR Designated Representative to provide the adequate number of flag persons to accomplish the work.

The estimated pay rate for each flag person is \$1,600.00 per day for a 8 hour work day with the time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the UPRR and are subject to change.

The Contractor must notify the Railroad at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform the Contractor whether a flagman need be present and whether the Contractor need implement any special protective or safety measures. The Contractor must provide the Railroad a minimum of five (5)-day notice prior to the cessation of the need for a flagman. If five (5)-day notice of cessation is not given, the Contractor will still be required to pay flagging charges for the five (5)-day notice period required by the union agreement to be given to the employee, even though flagging is not required for that period.

Railroad Work:

UPRR will be performing improvements to their tracks with their own forces concurrent with this project construction. The Contractor must coordinate their work with UPRR to avoid conflict with UPRR's construction.

Fiber Optic Cable Identification:

Fiber optic cable systems may be buried on the Railroad's property. Protection of these systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The Agency's (County of Nevada) contractor shall telephone the Railroad's Fiber Optic Hotline at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's property located within the project limits. If there is, the Contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator and make arrangements for relocation or protection of such fiber optic cables prior to beginning any work on the Railroad's property.

Kinder Morgan Gas Line (Hinton UPRR Overhead Structure): An unmarked gas pipeline exists in the UPRR right of way. Prior to any ground disturbing work in the UPRR right of way you must contact Kinder Morgan to request a site meeting to discuss work zones, equipment and excavation areas. Do not proceed with any excavation until you have met on site with Kinder Morgan and the Engineer.

Signal Location Identification:

In addition to fiber optic cable, Railroad signal and communication cable systems may be buried on the Railroad's property. Protection of these systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits.

This information will not be included in the Fiber Optic Hotline call.

Contractor shall telephone the Manager of Signal Maintenance named below to determine if signal and/or communication cable is buried anywhere on the Railroad's property located within the project limits. If there is, Contractor shall arrange for a cable locator and make arrangements for relocation or protection of such signal and/or communication cables prior to beginning any work on the Railroad's property.

Cleaning of Right of Way:

Contractor shall, upon completion of the work to be performed by Contractor upon the premises, over or beneath the tracks of UPRR, promptly remove from the Right-of-Way of UPRR all of Contractor's tools, implements, and other materials whether brought upon the Right-of-Way by Contractor or any subcontractors, employees or agent of Contractor or of any subcontractor, and leave the Right-of-Way in a clean and presentable condition to

satisfaction of UPRR. Please plan to take before and after photos of the work to provide verification of this requirement.

Review and Approval of Shoring, Demolition and Falsework:

Railroad review and approval of shoring, demolition, forming and falsework plans are required prior to their commencement. Due to the restricted clearances and proximity to the track, detailed work plans shall be provided that show proposed access, equipment and material staging areas, work schedules and procedures, and required track windows for each activity.

Railroad Contacts:

UPRR representatives contact names and their contact information will be provided to the awarded Contractor during the pre-construction meeting.

Payment

The Contractor shall be responsible to coordinate and arrange for UPRR flagging services for the project work, in accordance with these special provisions and Section Flagging, of the Contractor's Right of Entry Agreement.

The railroad company will bill the contractor for flagging and inspection services performed by the railroad company.

The cost of flagging is approximately \$1,600/day.

Full compensation for Working Within Railroad Right of Way including coordination, compliance, the actual costs of the railroad flagging and all other aspects of working within the UPRR right of way including obtaining required permits from UPRR, conforming to UPRR requirements, cooperation with UPRR, protection of railroad facilities, shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.24 CONSTRUCTION SURVEYS

Section 5-1.24, "Construction Surveys", is deleted in its entirety.

5-1.26 CONSTRUCTION SURVEYS

Section 5-1.26, is amended to read:

This project will require construction staking to establish the lines and grades required for the completion of the work specified on the Plans, in the Standard Specification, and in the Special Provisions. Benchmark information is provided on the plans. CAD files may be provided upon written request. Prior to receipt of CAD files, you must sign a waiver for the use of electronic files.

The Contractor is responsible for staking notes related to all work, including the permanent improvements, temporary trestle, and temporary staging.

The Contractor is responsible for providing all construction staking necessary to control lines and grades in conformance with the plans, and staking must be adequate to accurately locate all design elements of contract work within tolerances set forth in the Standard Specifications. Any deviation from specified lines and grades requires prior approval from Engineer. All construction staking must be performed by or under the direction of a California licensed Land Surveyor.

Construction staking must include the following, as applicable:

1. Clearing limits (as required for demolition, vegetation removal, and other construction staking)
2. Slope and rough grading
3. Finish grading
4. Curbing and flatwork
5. Storm drains and culverts
6. Utilities (electrical, sanitary, water, etc.)
7. Right of way and fencing
8. Any buildings or structures

9. Any other item of work requiring precise location, either horizontally and/or vertically

“Working stakes” or fill-in staking may be set by contractor’s forces.

Contractor is responsible for maintenance and integrity of stakes during both work and non-work hours. Construction staking lost or damaged during non-work hours must be replaced at no expense to County of Nevada.

Supply the County for review any Construction Survey data as requested. Such data typically may include: cut sheets, point plots, electronic files and field notes. County reserves right to review and approve said data prior to placement and/or construction and may confirm accuracy of construction.

Prior to bridge concrete pours, the Contractor shall develop and submit to the Engineer for approval bridge pour grades that include: Abutment/wingwall pour grades, and deck pour grades. The Engineer will have 5 working days to review and approve bridge grades.

The contract lump sum price paid for construction staking shall include full compensation for furnishing all labor materials, tools, equipment, and incidentals, and for doing all the work involved in construction staking, including preparing staking notes, submittals, staking and restaking as needed, complete in place, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

Add between the 2nd and 3rd paragraphs of section 5-1.32:

The highway right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes which are not necessary to perform the required work except as provided below.

Temporary construction easement areas are available within the project area for the non-exclusive use of the Contractor. Use of the Contractor's work areas and other County-owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas. Property owners have reserved the right to cross the temporary construction easements to access their adjacent property via unimproved roads and on foot.

The Contractor shall obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the Nevada County Department of Public Works. Fees apply for permit processing, but not inspection.

Residence trailers will not be allowed within the highway right-of-way, except that one office trailer may be placed in the County right-of-way at a location to be designated by the Engineer.

The Contractor shall remove all equipment, materials and rubbish from the work areas and other County-owned property which it occupies and shall leave the areas in a presentable condition.

The Contractor shall secure at its own expense any area required for plant sites, storage of equipment or materials or for other purposes if sufficient area is not available to it within the contract limits or at the sites designated on the plans outside the contract limits.

Add to the end of section 5-1.32:

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

Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Notify the Utility Companies and the Engineer at least 90 days before the interfering utilities are to be rearranged.

Utility Relocation and Contractor-Arranged Time for the Relocation at Truckee River Bridge

Utility	Utility address	Location	Working days to move to trestle *	Working days to move to Bridge 27C0111 *
AT&T OH	2700 Watt Avenue, Room 3473-05, Sacramento, CA 95821	Overhead	24	15
AT&T Legacy	700 S Main St, Suite 3, Yreka CA 96097	On Existing Bridge 27C0045	24	15
Century Link (Lumen)	1075 Triangle Ct, West Sacramento, CA 95605	On Existing Bridge 27C0045	24	15
Zayo	270 Merced Street, San Leandro, CA 94577	On Existing Bridge 27C0045	24	15

* Coordinate all 4 utilities to move within the single period noted in this table.

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner. Contact Kinder Morgan and UPRR and positively locate all underground utilities prior to excavation.

Utilities Not Rearranged at Hirschdale Road Overhead

Utility	Location
AT&T	Underground
AT&T Legacy	Underground
Century Link (Lumen)	Underground
Zayo	Underground
Kinder Morgan Gas	Underground
UPRR Communication/Signal	Underground

5-1.43 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Conform to Section 5-1.43, "Potential Claims and Dispute Resolution", of the Standard Specifications, and these Special Provisions.

Revisions to Section 5-1.43A dated 10-19-18 are deleted in their entirety.

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6 CONTROL OF MATERIALS

SECTION 6-1 CONTROL OF MATERIALS - GENERAL

Replace section 6-1.03B with:

- 6-1.03B Submittals
- 6-1.03B(1) General
- Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

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

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

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

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

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

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

6-1.03B(4) Sample and Analysis

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

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

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

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

Minimum Number of Samples and Analytical Tests for Local Material

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

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

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

The analytical test results must demonstrate that the local material:

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

6-1.03C Local Material Management

Do not place local material until authorized.

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

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

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

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

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials
 - 2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

6-1.08 GENERAL

USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SECTION 6-2 CONTROL OF MATERIALS - QUALITY ASSURANCE

6-2.01 GENERAL

Conform to Section 6-2, "Quality Assurance", of the Standard Specifications, and these Special Provisions.

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site.

The contractor may examine the records and reports for the tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Conform to Section 7, "Legal Relations and Responsibility to the Public" of the Standard Specifications, and these Special Provisions.

7-1.02I(2) NONDISCRIMINATION

Conform to Section 7-1.02I(2), "Nondiscrimination", of the Standard Specifications, and these Special Provisions.

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 7-1.02I(2), "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.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

7-1.02K(2) WAGES

PREVAILING WAGE

Conform to Section 7-1.02K(2), "Wages", of the Standard Specifications, and these Special Provisions.

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 from the California Department of Industrial Relations' (CA DIR) website at <http://www.dir.ca.gov>. These wage rates are not included in the Bid Form and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available online at <https://beta.sam.gov/>. Copies of these rates may be examined at the offices described above where project plans, Special Provisions, and bid forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Bid Books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Federal wage rates pertinent to this project will be included as an attachment to the final Contract.

Required for ALL contracts administered under the Caltrans Standard Specifications. The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates.

Attention is directed to Section 7-1.02K(3), "Certified Payroll Records (Labor Code 1776)", of the Standard Specifications. In addition to the specification, effective January 1, 2016, all contractors and subcontractors are required to submit Electronic Certified Payroll through the CA DIR website's 'Electronic Certified Payroll Reporting System'. Contractors shall submit copies of the Electronic Certified Payroll directly to the County in addition to the CA DIR requirement.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Add between the 2nd and 3rd paragraphs of section 7-1.02K(6)(j)(ii):

Intact paint applied to the railing must be treated as hazardous waste if stripped, blasted, or otherwise separated from the substrate. The steel railing is property of the Contractor once removed from the existing structure.

Replace section 7-1.02K(6)(e) with:

7-1.02K(6)(e) Scaffolding

7-1.02K(6)(e)(i) General

Section 7-1.02K(6)(e) applies to scaffolding constructed:

1. Over traffic
2. On or suspended from a bridge
3. Within a distance equal to the scaffolding height plus 6 feet from the edge of a traveled way open to traffic

Submit 2 copies of scaffolding shop drawings and 1 copy of scaffolding calculations.

The shop drawings and calculations must be sealed and signed by:

1. Engineer who is registered as a civil engineer.
2. Independent checker who is:
 - 2.1. Registered as a civil engineer in the State.
 - 2.2. Not employed by the same entity that prepared the drawings or calculations.

The shop drawings must include:

1. Descriptions, calculations, and values for loads anticipated during scaffolding erection, use, and removal.
2. Methods and equipment for erecting, moving, and removing scaffolding.
3. Design details, including bolt layouts, welding details, and connections to existing structures.
4. Stress sheets showing summary of computed stresses in the scaffolding and in the connections between the scaffolding and existing structures. The computed stresses must include the effects of erection, movement, and removal of the scaffolding.
5. If manufactured scaffolding is used, include the manufacturer's:
 - 5.1. Name, address, and telephone number.
 - 5.2. Written design load capacities for the scaffolding.

Allow 30 days for review.

Welding must comply with AWS D1.1 for steel and AWS D1.2 for aluminum.

7-1.02K(6)(e)(ii) Bridge Scaffolding

Section 7-1.02K(6)(e)(ii) applies to construction loads, including scaffolding constructed on or suspended from a bridge.

Construction loads include scaffolding, construction equipment, personnel, and material. Construction loads must not exceed the available bridge load capacity of the existing bridge members.

Available bridge uniform load is for bidding purposes only.

The available bridge load capacity in excess of the vehicular live load demand is represented by the moment and shear envelopes generated by applying uniform load shown in the following table across the entire bridge width and length.

Bridge number	Available bridge uniform load (unfactored) (lb/sq ft)	Bridge width (ft)	HL-93 design live load	
			Percentage of HL-93 loading (percent)	Max No. LL HL-93 lanes
17C0046	100	20	33	1

Live load demand used in the scaffolding calculations must not be less than the design live load values shown in the above table.

The available capacities for different bridge members may be determined from the load responses of each structural member by applying the given available bridge uniform load on the bridge deck within the listed bridge width.

The calculations must include:

1. Proposed construction loading plan and weights of each scaffolding construction component.
2. Detailed descriptions of the construction loading distribution to the girder system. Treat construction loads distributed to the girders and other components of the girder system as dead load. Include additional loads imposed on the existing structure during:
 - 2.1. Scaffolding erection, movement, and removal.
 - 2.2. Construction while scaffolding is in-place or being moved.
3. Moment and shear demand envelope at each bridge girder.
4. Moment and shear capacity envelope based on the uniform load that represents the available bridge load capacity. Treat the uniform loading distribution as dead load.
5. Comparison of the demand and capacity envelopes.
6. Evaluations on the adequacy of the existing bridge components to support the construction loading at and near the attachment points of:
 - 6.1 Scaffolding
 - 6.2. Construction equipment and personnel
 - 6.3 Materials

For truss-type bridges, calculations must include:

1. Moment and shear force demands versus capacity on the longitudinal girders of girder bridges and the flooring system of stringers and floor beams of truss bridges during erection
2. Movement
3. Removal of the scaffolding

If you do not comply with the scaffolding staging shown, calculations must also include tension and compression force demands versus capacity of truss members during scaffolding erection, movement, and removal. Determine the capacity of existing members as authorized by the Engineer.

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

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Manage regulated earth material containing lead under sections 14-11.08 and 14-11.09.

Unregulated earth material containing lead is present on the job site at the following locations:

Location	Element of work	Depth
L & R shoulders at Sta 100+00 in shallow 4" test only	MGS, roadway excavation and structure excavation	6 inches
L & R shoulders at Sta 110+50 in shallow 4" test only	MGS and overside drain	6 inches

Unregulated earth material exists throughout the job site.

Lead is typically found within the top 2 feet of material within the highway. Reuse all of the excavated material on the right-of-way.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region Lahontan

Manage the material as shown in the following table.

Earth Material Management

Location	Depth	Management requirements
L & R shoulders at Sta 100+00	12"	Roadway excavation to be minimum depth of 12 inches in these areas. Reuse excavated material in the in the backfill at Sta 103+50 or dispose of it. Stockpile excess material for offsite use or disposal for testing prior to transport.
L & R shoulders at Sta 110+50	12"	Roadway excavation to be minimum depth of 12 inches in these areas. Reuse excavated material in the in the backfill at Sta 103+50 or dispose of it. Stockpile excess material for offsite use or disposal for testing prior to transport.

If unregulated material is disposed of:

1. Submit at least 15 days before disposal, the form titled "Agreement between a Contractor Working on State Facilities and a Real Property Owner for Disposing Construction-related Material Suitable for Use on Residential Zoned Property" which discloses the lead concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed form to the property owner.

2. You are responsible for any additional sampling and analysis required by the receiving property owner.

If you choose to dispose of unregulated material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

Add to section 7-1.02M(2):

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234.

Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck for the sole purpose of fire control during working hours. The truck must be equipped with:

1. 10 shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
2. 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

In addition to being available at the site of the work, the truck and operator must patrol the area of construction daily from the time job site activities cease until at least 1/2 hour later. If the fire danger rating is "very high" or "extreme" or "fire weather watches" or "red flag warning" is issued, the truck and operator must patrol the area of construction while work is being done and for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

7-1.04 PUBLIC SAFETY

Conform to Sections 7-1.04, "Public Safety", and 12-4.02, "Traffic Control Systems", of the Standard Specifications, and these Special Provisions.

Install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations.-- Any excavation where near edge of the excavation is within 12-feet from the edge of the open traffic 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 0.15 feet deep.
 - c. Excavations in side slopes where the slope is steeper than 4:1.
 - d. Excavations protected by 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 its 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.

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

When work is not in progress on a trench or other excavation that required a lane closure, 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 provisions in this section "Public Safety", including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

7-1.06 INSURANCE

Section 7-1.06C shall be modified to increase the Employer's Liability Insurance to not less than:

1. \$2,000,000 for each accident for bodily injury by accident

- 2. \$2,000,000 policy limit for bodily injury by disease
- 3. \$2,000,000 for each employee for bodily injury by disease

Section 7-1.06D(2) shall be modified to require not less than \$2,000,000 for each occurrence

Section 7-1.06D(2) shall be modified to also include property owners Jennifer M. Freeman (APN 048-100-007), Randolph Mezger, MFT Revocable Living Trust, (APN 048-240-006 and APN 048-240-008) and Ronald D. and Virginia S. Legg, Blake-Legg Trust, (APN's 048-100-012 and 048-120-043) as additionally insured.

Section 7-1.06E shall be modified to require a minimum of \$2,000,000 automobile liability insurance

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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8 PROSECUTION AND PROGRESS

8-1.02 SCHEDULE

PROGRESS SCHEDULE

A progress schedule shall be submitted to the Engineer in accordance with Section 8-1.02, "Schedule", of the Standard Specifications. The schedule shall be prepared using the critical path method (CPM) format.

8-1.02D(10) PAYMENT

Payment for the required schedules and software is included in the payment for the bid items involved and no additional compensation will be allowed therefor.

8-1.04 START OF JOB SITE ACTIVITIES

Conform to Section 8-1.04, "Start of Job Site Activities", Section 8-1.05, "Time", and Section 8-1.10, "Liquidated Damages", of the Standard Specifications, and these Special Provisions.

County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

8-1.04B STANDARD START

Section 8-1.04B, "Standard Start", shall be replaced with the following:

The contractor shall begin work within 14 calendar days after the issuance of the Notice to Proceed.

8-1.05 TIME

This work shall be diligently prosecuted to completion before the expiration of **275 WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

Construction activity is limited to between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturday. No work is permitted on Sunday.

8-1.06 SUSPENSIONS

Conform to Section 8-1.06, "Suspensions", of the Standard Specifications, and these Special Provisions.

SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7

calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

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9 PAYMENT

9-1.03 PAYMENT SCOPE

PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

9-1.16 PROGRESS PAYMENTS

Conform to Section 9-1.16, "Progress Payments", of the Standard Specifications, and these Special Provisions.

9-1.16D MOBILIZATION

Conform to Section 9-1.16D, "Mobilization", of the Standard Specifications, and these Special Provisions.

9-1.16F RETENTIONS

Section 9-1.16F, "Retentions", shall be replaced with the following:

Pursuant to Public Contract Code §7201, the County shall retain **five percent (5%)** of Progress Payments as part of security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. The County will release retention proceeds after the "Date of Completion" in accordance with California Civil Code §3260(c). No such estimate or payment shall be required

to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

For the purpose of making partial payments pursuant to Section 9-1.16, "Progress Payments", of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing 100%

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance", of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

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

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work: None

9-1.17 PAYMENT AFTER CONTRACT ACCEPTANCE

Conform to Section 9-1.17, "Payment After Contract Acceptance", of the Standard Specifications, and these Special Provisions.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provisions of Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

9-1.17C PROPOSED FINAL ESTIMATE

Conform to Section 9-1.17C, "Proposed Final Estimate", of the Standard Specifications, and these Special Provisions.

The third paragraph is deleted in its entirety.

9-1.22 ARBITRATION

Conform to Section 9-1.22, "Arbitration", of the Standard Specifications, and these Special Provisions.

Effective January 1, 2017, Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of Article XXI and Public Contract Code §9204, the provisions of the Public Contract Code shall prevail. The entire section can be found at the following link:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=9.&article

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DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.01:

Within Sensitive Ground Areas as shown, minimize impact by:

- 1. Use of low ground pressure equipment.
- 2. Use of wetland protection mats, crane mats, steel plates, and protective geotextile fabrics/grids.
- 3. Use of designated access routes for heavy use areas within temporary impact areas

Water from dewatering may not be returned to the river. Water may be dispersed in areas as shown on sheet 5, Layout Plant No. 2. Flow must be evenly dispersed to the area to prevent erosion.

Replace section 10-1.03 with:

10-1.03 TIME CONSTRAINTS

Two winter suspensions are anticipated to complete the work.

You may work within the live channel of the Truckee River only from June 15 to October 15 of any year.

No work is allowed on the banks of the Truckee River from November 15 to May 1.

The ground disturbing activities must be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). You shall monitor the National Weather Service 72-hour forecast for the project area. No ground disturbing work shall occur during a dry-out period of 24 hours after the above referenced wet weather.

Add to section 10-1.05:

Limit the speed of all on-site vehicles on unpaved roads to 15 mph.

All land clearing, grading, earth moving, or excavation activities must be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.

All material transported off-site must be either sufficiently watered or securely covered to prevent public nuisance, and there must be a minimum of six (6) inches of freeboard in the bed of the transport vehicle

Paved streets adjacent to the project must be swept or washed at the end of each day, or more frequently if necessary, to remove excessive or visibly raised accumulations of dirt and/or mud which may have resulted from activities at the project site.

Add to section 10-1.06:

Watering should occur at least twice daily with complete site coverage.

You are responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations. Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

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12 TEMPORARY TRAFFIC CONTROL

Add after the 2nd paragraph of section 12-1.01:

The Contractor must prepare and submit to the Engineer a Traffic Control Plan in conformance with these requirements as the first order of work. Control Plans shall be developed and submitted by a qualified person, reviewed and approved by the Engineer, and implemented by the Contractor prior to the beginning of work.

As the work progresses, it may be necessary to amend or supplement this Plan. All such modifications shall be as approved or otherwise directed by the Engineer. Access to street intersections, public and private parking lots,

commercial premises, residences, and other public and private properties must be maintained. **At least 72 hours in advance of starting any work that may affect access to private properties, the Contractor shall provide written notice to property owners.** Contractor shall submit notice of work to the engineer for approval prior to posting notices. Access to and from commercial and residential driveways and parking lots may be restricted when performing items of work which cannot be accomplished without access restriction. The road shall be open and access shall be provided during non-working hours.

No work will begin prior to approval of the Traffic Control Plan.

The provisions of the Control Plans shall identify various segments of the work site by areas of control requirements and should be used in conjunction with other requirements of the Plans and Specifications. The Contractor is not restricted to operations within any one (1) area or combination of areas and may elect to work more than one (1) area concurrently pursuant to other requirements of the Plans and Special Provisions. The Control Plans should be considered as a minimum requirement during the Contractor's active performance of items of work. Other or additional requirements may be necessary depending upon the character of the work involved and/or times when construction activity is not in progress.

Replace section 12-1.04 with:

12-1.04 PAYMENT

Payment for preparing and submitting the Traffic Control Plan and for furnishing, installing and maintaining all construction area traffic controls including all signs, lights, flaggers, pilot vehicles, temporary railing, barricades and other warning and safety devices as described, the Traffic Control Plan, the Standard Specifications, and as directed by the Engineer is included in the payment for Traffic Control System.

Add to the end of section 12-3.02B:

Retroreflective traffic cones when used during the hours of darkness must have seven (7) inch long sleeves.

Add after the 1st paragraph of section 12-3.11B(1):

The base material of construction area signs must not be plywood.

Add to section 12-4.02C(3)(a):

A complete closure of Hirschdale Road at the Overhead is allowed only for the following activities:

1. Falsework erection and removal
2. Removing deck surfacing
3. Bridge demolition
4. Placing polyester concrete overlay
5. Installation of deck joint seals
6. Placing and removing K-rail

Traffic must be allowed to pass through the site every 15 minutes during closures.

Add to the end of section 12-4.02C(7)(a):

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the County Road right-of-way.

The provisions of this section do not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to conform to Section 7-1.04, "Public Safety", of the Standard Specifications.

Replace Section 12-4.02D with:

12-4.02D PAYMENT

Full compensation for providing the traffic control system including costs for all flaggers, pilot vehicles, signs and lights shall be considered as included in the lump sum price paid under traffic control and no additional compensation will be allowed therefore.

The Department pays for change order work for a traffic control system by force account for increased traffic control, as provided in Article VI of the Contract, and uses a force account analysis for decreased traffic control.

^^

13 WATER POLLUTION CONTROL

Add to end of section 13-1.03C:

Add to section 13-1.03:

Monitor and inspect WPC practices at the job site daily at a minimum and repair them if necessary to ensure maximum erosion and sediment control.

Add to the end of section 13-3.01A:

This project's risk level is 2.

The receiving water for this project is Truckee River. The receiving water is listed with a TMDL as impaired for sediment.

Add to the second paragraph of section 13-4.03B(1):

The procedures must include information on the nature of all hazardous materials that may be used on-site. The procedures must also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up must be provided.

Replace '100' in the last paragraph of section 13-4.03C(1) with:

150

Add to section 13-4.03C(2):

Project construction material, waste and equipment must be placed 150 feet from and where it will not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.

Add to section 13-4.03E(4) :

All equipment or vehicles driven and/or operated must be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment must be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream

bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

Stationary equipment such as motors, pumps, generators, and welders must be positioned over drip pans and secondary containment, as necessary. Stationary equipment must have suitable containment to handle any spill/leak. Equipment must be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

Add to the end of section 13-11.01A:

Water quality monitoring applies to the following work activities whenever they occur in water:

1. Installation and removal of temporary creek diversion
2. Installation and removal of bladder dams
3. Bridge construction and removal activities
4. Performing any in-water work

The receiving water for this project is Truckee River.

Replace the items in the list in the 3rd paragraph of section 13-11.01D(2) with:

1. Establish locations for water quality sampling:
 - 1.1 Upstream of the effluent discharge point or location of in-water work by no more than 50 feet
 - 1.2 Downstream of the effluent discharge point or location no more than 200 feet below in-water work
2. Take water quality samples to document background conditions for upstream and downstream locations. Test for each water quality objective shown in the table titled "Water Quality Objectives."
3. Estimate water flow

Replace the items in the list in the 4th paragraph of section 13-11.01D(2) with:

1. At least 4 times daily for each water quality objective
2. At upstream and downstream locations

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
Turbidity (NTU)	Field test with a calibrated portable instrument	1	Increases in turbidity of up to 10 NTU during routine operations Increases in turbidity of up to 40 NTU over background levels during in-stream activities.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location. Construct the TCDS with clean materials such as, gravel bags, water dams, K-rail, or clean/washed gravel which will cause little or no siltation.

The term Creek is defined as the Truckee River.

13-12.01B Definitions

Not Used

13-12.01C Submittals

13-12.01C(1) General

Not Used.

13-12.01C(2) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, and at least 60 days before beginning work in jurisdictional waters, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDS must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including SDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
11. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.
12. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
13. Dewatering methods and disposal of dewatering waste.
14. The plan for monitoring potential impacts to water quality during active work periods

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDS within 15 days of receiving the comments. The Department's review resumes when a complete TCDS has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDS.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A General

Not Used

13-12.02B Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0 percent passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02C Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02D Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

13-12.02E Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02F Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02G Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02H Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02I Discharge Water Energy Dissipation and Erosion Control

Excess water may only be discharged to areas as shown on Layout Plan No. 2, using a land spray irrigation system. Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from June 15 to October 15. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after June 15 of the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris if needed.

Place temporary or permanent fill as allowed by PLACs.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Remove all components of TCDS during periods of construction inactivity.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

Not Used



14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An Environmentally Sensitive Area (ESA) exists on this project.

Before starting job site activities, install temporary high-visibility fence to protect the ESA and mark its boundaries.

Limited access to the ESA is allowed for biological monitoring and water sampling. Notify the Engineer 5 business days or less before the planned entry date. Any other access to the ESA is prohibited.

Replace item 1 in the list in the 1st paragraph of section 14-2.03A with:

- 1. Stop all work within a 200-foot radius of the discovery

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Nesting Raptors
Lahontan Cutthroat
Lahontan Mountain Sucker
Mountain Whitefish
Yellow Warbler
Willow Flycatcher
Bald Eagle

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Montane Riparian
Stream bed
Bank
Channel (including but not limited to dry, ponded, flowing, or wetland areas)

Replace item 1 in the list in the 2nd paragraph of section 14-6.03A with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Regulated species	Protective radius (feet)
Willow Flycatcher	300

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
Species Protection Area 1	Entire Project Area

Within Species Protection Area 1, implement the following protection measures:

1. If vegetation removal is to take place during the nesting season (March 1st –September 15th), a pre-construction nesting bird survey must be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the project biologist will be removed by the contractor. Notify the Engineer to schedule to the survey.
2. A focused survey for nests must be conducted by a Designated Biologist within fourteen (14) days prior to the beginning of project-related activities. If a lapse in Project-related work of fourteen (14) days or longer occurs, the Designated Biologist must complete another focused survey before Project work can be reinitiated. Notify the Engineer to schedule surveys.
3. If construction on the existing bridge is planned to occur during the swallow nesting season, measures will be taken to avoid impacts to migratory swallows. To protect migratory swallows, unoccupied nests must be removed from the existing bridge structure prior to the nesting season (February 15th – September 15th). During the nesting season, the bridge structure must be maintained through the active removal of partially constructed nests, or through the use of exclusionary devices. Swallows can complete nest construction in approximately 3 days. After a nest is completed, it can no longer be removed until an approved biologist has determined that all birds have fledged and the nest is no longer being used.

4. A Service-approved biologist will instruct all construction personnel and monitoring biologists of the terms and conditions being implemented to protect Lahontan cutthroat trout during construction. The biological monitor will have the full authority to halt work as necessary for the purpose of minimizing the potential for adverse effects to Lahontan cutthroat trout.
5. All work must be conducted during daylight hours.
6. If any wildlife is encountered during the course of construction, said wildlife must be allowed to leave the construction area unharmed.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 15th to September 15th.

Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)
Nesting Raptors	300

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no.17C-0111. Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both

Exclude fish from the work area in the following sequence:

1. Install a cofferdam or water bypass.
2. Gradually dewater the work area.

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 0.33 feet per second.

Replace section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process

4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site and prior to leaving the jobsite:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks
10. Waders
11. Scrapers

Thoroughly rinse all seeding equipment (i.e., hydroseed trucks) at least three times prior to beginning seeding work.

This project includes the sensitive areas shown in the following table:

Sensitive Habitat	
	Stream bed
	Bank
Channel (including but not limited to dry, ponded, flowing, or wetland areas)	

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within entire project limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
 - 1.1. At a temperature of 140 degrees F
 - 1.2. With a minimum nozzle pressure of 2,500 psi
 - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site prior to entering and exiting the project site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
 - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
 - 2.2. Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
 - 2.3. Thoroughly dry the equipment in a weed-free area for at least 48 hours.

Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace Reserved section 14-6.06 with:

14-6.05 BAT EXCLUSION

Provide a qualified bat biologist possessing a Memorandum of Understanding with the California Department of Fish and Wildlife and experienced with humane bat eviction and exclusion. The minimum qualifications for the biologist include at least three years of experience in conducting bat habitat assessments, night-time emergence surveys, and acoustic monitoring. The biologist must have adequate experience identifying local bat species

(visual and acoustic identification), type of habitat, and differences in roosting behavior and types (i.e. day, night, maternity). Submit the name, qualifications, business address, and contact information for the Qualified Bat Biologist a minimum of 20 business days prior to performing bat habitat assessments.

Humanely evict any bats roosting in the vertical cavities prior to beginning bridge construction and removal activities (Truckee River Bridge and Hinton Overhead).

- i. To avoid impacts to non-volant pups or torpid adult bats, eviction must occur between March 1 – April 15 (assuming no rain or snow), and August 31 – October 15.
- ii. The Qualified Bat Biologist must conduct pre-construction surveys for bats a minimum of ten (10) calendar days prior to the beginning of Project-related activities. The pre-construction survey must be performed at potential roost structures 45 minutes before sunset and continue to the survey until 2 hours after sunset. A minimum of three emergence surveys within a seven (7) day time period must be conducted by the Qualified Bat Biologist. If bats are detected, subsequent surveys will not be necessary. Develop and submit to CDFW for review and approval, a bat exclusion plan. Results of the survey must be submitted to CDFW within two business days of survey completion. The survey must identify: 1) the exact location of all roosting sites (location must be adequately described and drawn on a map), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost: maternity, hibernation, night roost (rest at night while out feeding) versus a day roost (resting during the day) must also be clearly stated.
- iii. Any potential roosting sites not exhibiting signs of inhabitation must then be sealed with suitable material (expanding foam, backer rod, mesh, etc.) to prevent their use by bats when exclusion procedures occur.

To exclude bats from roosting in the Project Area, the Permittee must provide a Bat Exclusion Plan to CDFW ten (10) business days prior to commencing Project-related activities for preventing entry/reentry of bats into roosting habitat within the Project Area. The exclusion devices (e.g., one-way doors, lights and fans, foam, or steel wool) must be installed outside of the maternity (April 15 to August 31) or hibernation (October 15 to March 1) season and installed no later than seven (7) calendar days prior to Project-related activities. The Qualified Bat Biologist must visually monitor exclusion devices for effectiveness and determine that the bats no longer occupy the structure prior to the start of Project-related activities. Exclusion netting must not be used to exclude bats from the Project Area. If all bats have been safely evicted, seal the crevices with suitable materials sufficient to remain until bridge construction activities are complete.

- iv. Bridge construction activities may begin any time after bats have been successfully humanely evicted; however, if bridge construction activities do not occur until after 180 days after eviction, the biologist must conduct an inspection of the blockage materials to ensure they have remained effective. If materials have not remained in the roost crevices, repeat surveys and/or eviction as needed and as determined by the biologist.

Until all day-roosting bats have been excluded, bird exclusion netting must not be installed on or in proximity to the bridge structures. Maintain all bird exclusion netting in good working order to prevent the entrapment of bats.

The contract lump sum price paid for bat exclusion shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in excluding bats from the existing bridges including supplying a qualified bat biologist, preparing the Bat Exclusion Plan, performing surveys, installing exclusion devices and sealing crevices as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

Replace item 1 in the list in the 1st paragraph of section 14-7.03A with:

1. Stop all work within a 200-foot radius of the discovery

Add to section 14-8.02 :

All noise producing construction activities within 1,000 feet of residential land uses, including warming-up or servicing equipment or trucks and any preparation for construction, is limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 6:00 p.m. on Saturdays. Construction will not occur beyond these hours or on Sundays, or official national holidays.

Add to section 14-9.02:

Direct any generator or compressor exhaust in a direction away from residences and residential outdoor use areas.

Replace *at least once a week* in the 2nd sentence of the 3rd paragraph of section 14-10.01 with:
daily

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on bridge no. 17C0045 and 17C0046 will be disturbed as part of the work activities. The paint system contains lead_____. Two bulk samples of the painted surfaces from the bridges were collected and analyzed for atomic absorption spectrometry (AAS). The samples were found to contain 180,000 parts per million (PPM) and 240,000 PPM, classifying the railing coatings as lead-based paint.

Add to the beginning of section 14-11.13G(2):

Dispose of the debris:

1. Within 60 days after accumulating 220 lb of debris
2. At a DTSC-permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lb of hazardous waste is generated in total, dispose of it within 60 days after the start of the accumulation of the debris.

AA

15 EXISTING FACILITIES

Delete the 7th paragraph of section 15-1.03B.

Delete item 2 in the list in the 7th paragraph of section 15-1.03B.

16 TEMPORARY FACILITIES

16-3 RESIDENT ENGINEERS OFFICE

16-3.01 GENERAL

Section 16.3 includes specifications for furnishing, setting up, and maintaining a Resident Engineer's office. This includes but is not limited to the furnishing and maintenance of all equipment and furniture, permitting, all services, lease agreements, utilities, and all necessary supplies for the duration of the office contract. The Resident Engineer's office is for the exclusive use of the Resident Engineer and his or her staff. The office must be within 2 miles of the project site or as approved by the Engineer.

16-3.02 MATERIALS

The office must be furnished with doors and windows capable of being locked. The office must be partitioned to provide one private office of not less than 100 square feet and a conference area of not less than 120 square feet. The private office must be provided with a lockable closet, and a portable bookcase, with a minimum of three four-foot long (or four three-foot long) shelves. All shelves must provide 13" minimum of clear vertical space.

If the office is a trailer, provide the Engineer with a copy of written permission or agreement to place the Resident Engineer's trailer on private property unless such private property is within a project construction easement shown on the plans.

The office must be furnished with two parking spaces; 2 desks with lockable drawers; one 3-foot by 6-foot table and 8 standard chairs; 2 desk chairs with arms; one fire extinguisher; one first-aid kit (bandages, gauze, etc.), restroom (24 square feet minimum) equipped with toilet and sink with hot and cold running water, soap, and paper products;. HVAC system must maintain interior temperature between 68 and 78 degrees F.

Provide, not less than weekly, office cleaning service including waste paper/trash removal, floor cleaning, and rest room maintenance all to the satisfaction of the Engineer.

Provide for the Engineer a Broadband Internet connection with minimum 20- Mbps download bandwidth. All necessary cables and hardware devices to link computer network hardware together for operational use or WIFI system.

If for any reason, any office furniture, and/or sanitary facility is vandalized, stolen, or in need of repair, you, upon receipt of written notice by Engineer, will have a maximum of five (5) working days to replace or repair the above items to full working order. If you fail to comply within the five (5) working days specified, the County may at its option withhold monthly progress payment until the Resident Engineer's office is returned to full and complete working order.

Equipment furnished must be for the Engineer's sole use and of standard quality and new or like new in appearance and function. The office must be installed, fully operational, and ready for occupancy no later than 15 days prior to the first working day designated or you starting work, whichever comes first. For each day thereafter that the office is not ready for occupancy, you will be assessed damages in the amount of \$100.00 per calendar day. Monthly utility bills must be paid by you. Maintain the RE office until 30 days after one hundred percent of the work is accepted.

Remove office from job site at the completion of the project. All equipment, furniture and appliances are your property at the completion of the project.

16-3.03 CONSTRUCTION

Not used.

16-3.04 PAYMENT

Payment for Resident Engineers office will be made as follows:

At such time as installation and setup are complete (ready to occupy/use),, then 25 percent payment for Resident Engineer's office will be made.

At such time as fifty percent of the work is completed, an additional 50 percent (total 75 percent) payment for Resident Engineer's office will be made.

At such time as one hundred percent of the work is accepted, then the final 25 percent (total 100 percent) payment for Resident Engineer's office will be made.

^^

DIVISION III EARTHWORK AND LANDSCAPE
17 GENERAL

Add to section 17-2.03A:

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines. Keep disturbance and removal of vegetation to the minimum necessary to complete project related activities. Except for trees shown to be removed, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches may be removed or damaged without prior approval.

Do not clear and grub that portion of the temporary construction easement labeled "For Water Dispersion Only" ("H" Line Sta 104+95 to 106+25), on "Layout Plan No. 2", sheet 5, of the Truckee River Bridge Plans.

The contract lump sum price paid for clearing and grubbing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing as shown on the plans, and as specified in the Standard Specifications and these special provisions and as directed by the Engineer, including the removal and disposal of all resulting material and any trees approved by the Engineer for approval.

^^

19 EARTHWORK

19-1 GENERAL

Conform to Section 19, "Earthwork", of the Standard Specifications, and these Special Provisions.

This work "earthwork" shall consist of excavating, backfilling, grading, scarifying, watering, compacting, constructing embankments or rock dissipaters, disposing of surplus material, and obliterating roads, oversize rock and unsuitable material as shown on the plans and specified herein.

Excavated material surplus to the needs of constructing embankments shall be transported to a disposal site outside the "Highway Right-of-Way" chosen by the Contractor. The Contractor shall make its own determination as to the quantity of surplus materials involved and shall satisfy itself that there is sufficient material available for the completion of backfill or embankments before disposing of any material offsite. Any shortage of material caused by premature disposal of any excavated material by the Contractor shall be replaced by the Contractor and no compensation will be allowed to the Contractor for such replacement.

Excavated materials for use within roadway embankment must be screened prior to use. Screening must remove all material greater than 3 inches. Material greater than 3 inches becomes the property of the Contractor.

Trench excavation, sloping, shoring, and protection shall be maintained in accordance with OSHA requirements.

No overhaul will be paid for. No mass diagram has been prepared for this project.

No extra payment will be made for rock excavation encountered during roadway excavation or bridge footing excavation.

No ponding or jetting will be allowed.

19-1.03A GENERAL

Conform to Section 19-1.03A, "General", of the Standard Specifications, and these Special Provisions.

Double handling of earthwork materials may be required.

19-2 ROADWAY EXCAVATION

19-2.03 CONSTRUCTION

Conform to Section 19-2.03, "Construction", of the Standard Specifications, and these Special Provisions.

Fill material may require drying or mixing to facilitate placement and compaction, particularly following the wet season or spring snowmelt. Anticipate processing the soil to reduce moisture content to obtain required compaction results.

19-2.04 PAYMENT

Conform to Section 19-2.04, "Payment", of the Standard Specifications, and these Special Provisions.

Payment for double handling of earthwork materials is included in the payment for roadway excavation.

Add to section 19-1.01A:

All equipment to be used during project construction must be thoroughly cleaned before arriving on the project site and before leaving the site.

Trench excavation will encounter oversized materials (cobbles and boulders) and some caving of utility trench side walls. Shallow subsurface water may be encountered in trench excavation.

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

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

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to the beginning of section 19-3.03B(1):

Difficult excavation is expected due to ground and surface water and large cobble.

Add to the list in the first paragraph of section 19-5.03B:

3. 2.5 feet below the stairway

Add to the end of section 19-7.02C:

Imported borrow placed within 4 feet of the final grading plane must comply with the quality characteristics shown in the following table:

Quality Characteristic	Test Method	Requirement
Plasticity Index (max)	California Test 204	12
Resistance (R-value) (min)	California Test 301	30

^^

20 LANDSCAPE

Add to section 20-1.01A:

Planting must be done in the fall and as soon as possible after project activities.

All plants must be sourced from a nursery located at elevation 3,000' to 8,000' and within 100 miles of the project.

All planting and plant establishment work must be completed by a licensed landscape contractor based in the greater Tahoe-Truckee region. The landscape contractor must have completed three successful projects in the region.

Replace the 1st through 5th paragraphs of section 20-1.02C with:

Do not use pesticides.

Add to the list in the 1st paragraph of section 20-1.03C(1):

3. Removing noxious and invasive plants

Add to section 20-1.03C(3):

Control weeds within the highway including medians and surfaced areas such as new and existing pavement, curbs, and sidewalks.

In areas where plants are to be planted control invasive weeds within the planting area and the area extending 6 feet beyond the outer limits of the groups or rows of plants by hand pulling or mechanical removal.

Remove by hand pulling or mechanical means noxious and invasive plants within the project limits. Noxious and invasive plants are shown in the table below:

Botanical name	Common name	
Centauria Solstitialis	Yellow Star Thistle	
Arundo Donax	Giant Reed	

Replace items 6 and 7 in the list in the 1st paragraph of section 20-3.01B(2)(b)(iii) with:

6. From 20 to 24 inches in length everywhere except for cuttings used within the Rock Slope Protection, within the Rock Slope Protection cuttings must be as shown and must have 3 to 5 bud scars above the grow tube.

Replace the second paragraph of section 20-4.01A with:

For the first three years of the plant establishment period, plant establishment consists of caring for the plants, including:

- 1. Controlling plant growth
- 2. Controlling weeds and pests
- 3. Replacing damaged plants
- 4. Watering

For the fourth and fifth years of the plant establishment period, plant establishment consists of caring for the plants, including:

- 1. Controlling weeds

Add between the 2nd and 3rd paragraphs of section 20-4.01A:

Minimum-bid plant establishment work is work (1) that is described as plant establishment work and (2) for which a minimum item total must be bid.

This project has a Type 2 plant establishment period.

Replace the 1st paragraph of section 20-4.01C(1) with:

Submit the following seasonal watering schedules for use during the plant establishment period:

- 1. June through August
- 2. September through October

Submit the first season's watering schedule within 10 days after the start of the plant establishment period. Submit subsequent watering schedules at least 5 business days before start of the next seasonal period. Irrigation anticipated to be hand watering from a water truck. Watering is required for the first 3 years of the plant establishment period.

Add to section 20-4.03D:

Dispose of weeds under section 20-1.03C(4).

^^

21 EROSION CONTROL

Add to section 21-2.02H:

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture and be free of non-native plant material.

39-1.01 GENERAL

Exact location of all pavement markings and striping shall be identified and recorded by the contractor prior to the placement of any road treatment.

Asphalt Concrete shall conform to Section 39, "Asphalt Concrete", of the Standard Specifications, and these Special Provisions.

Asphalt concrete shall be as follows:

USE	TYPE
Asphalt concrete with fiber reinforcing as shown	1/2-inch Maximum, Medium Grade Type A

The asphalt concrete mix shall conform to Section 39, "Asphalt Concrete", and 92, "Asphalt Binders", of the Standard Specifications. Asphalt concrete binder shall be grade PG 64-28.

Paving shall be accomplished using a shoulder paving machine, or paving machine capable of paving the widths required for this project.

39-2.01A(3)(a)(i) – FIBER REINFORCEMENT

Hot mix asphalt fiber shall be aramid *Ace XP Polymer fiber*, *FORTA-FI HMA fibers*, or an approved equivalent.

Aramid fibers must be treated to prevent them from becoming airborne during the mixing process, and the treatment must become soluble in the asphalt. Treated aramid fiber shall be continuously fed and mixed into HMA or WMA per dosage and mixing requirements of this specification

Fiber shall meet the following material properties:

Aramid Properties	Measure
Material	Para-Aramid Fiber
Form	Filament Yarn
Tensile Strength	> 400 (ksi)
Specific Gravity	0.91-1.45 (g/cm ³)
Decomposition Temperature	> 800 (°F)

Short Cut Aramid Fiber Bundles	Measure
Length	Min 0.75 +/-0.05 (inch)
Appearance/Handling	Free Flowing Coated Fiber Bundles (visual)

Provide the following from the product supplier at least two weeks prior to asphalt production.

1. Identify the mixing plant and type (Batch or Continuous Drum).
2. Material data sheet for the treated aramid fiber describing aramid fiber and treatment properties, including the type, weight, and flash point of treatment material.
3. A QA/QC mixing plan including procedures for continuously feeding the aramid fiber into the asphalt. The continuous feeding can be accomplished by using either manual or machine operated equipment for the entire fiber mixing process.

Dosage & Mixing Requirements.

The minimum aramid dosage rate is 2.1 ounces (+/- 5%) per ton of HMA. This does not include the treatment weight. For uniform disbursement, treated aramid shall be metered and continuously fed in a

constant stream-like manner. It shall be mixed with the heated aggregates before injection of the liquid asphalt during the asphalt mixing process at the Batch or Continuous Drum Plant per below.

1. Batch Plant

Feed treated aramid manually, or with machine operated equipment, onto RAP or aggregate belts, or directly into the pug mill or weigh hopper. Standard project HMA batch mixing times apply. Metering shall be based on batch size (tons) and dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner during the heated aggregate mixing batch time. If necessary, increase the mixing time with heated aggregates to ensure the aramid fibers are uniformly distributed.

2. Continuous Drum Plant

Feed treated aramid manually, or with machine operated equipment, onto the RAP belt or directly into the mixing drum through the RAP Collar. Standard project HMA asphalt production rates apply. Metering shall be calibrated based on the asphalt production rate (tons/hr), and the dosage rate (oz/ton). Feeding shall occur in a constant stream-like manner. If necessary, increase the mixing time with heated aggregates to ensure the aramid fibers are uniformly distributed.

The Contractor shall submit an asphalt concrete mix design with substantiating laboratory test results to the Engineer at least two weeks prior to paving operations. The testing laboratory selected by the Contractor shall be under the direction of a California registered Civil Engineer and subject to approval by the County. The Contractor's submittal shall as a minimum consist of Items 1 through 4 below. However, submittal of items 2 through 4 may be waived at the Engineer's option if the Contractor's mix design is satisfactory and has been approved by the County.

1. Proposed gradation of mix and Contractor's bin percentages used to obtain this gradation.
2. Completed worksheets for asphalt concrete mix design in accordance with procedures specified by California Test No. 367.
3. Results for the following tests of the mix incorporating the asphalt binder and aggregate proposed for use:
 - a. Stability of specimen (Ca. Test No. 366) at optimum bitumen content.
 - b. Swell test of specimen (Ca. Test No. 305) at optimum bitumen content.
 - c. Moisture vapor susceptibility of specimen (Ca. Test No. 307) at optimum bitumen content.
4. Results for the following tests of the aggregate proposed for use:
 - a. Sand equivalent (Ca. Test No. 217) of combined aggregate.
 - b. Percentage of crushed particles (Ca. Test No. 205).
 - c. Aggregate wear - 500 rev. (Ca. Test No. 211).
 - d. K_c and K_f factors (Ca. Test No. 303).

The Engineer will review the submittal, and, if acceptable, will give approval of the mix design within 5 working days. The Contractor shall not proceed with paving operations until the mix design is approved for this project. Caltrans preapproved mix designs are acceptable. The percentage of bitumen to be used in the asphalt concrete mix will be as designated by the Engineer.

HMA tie ins must be done via a 30' taper grind. Driveway tapers may be done via an asphalt concrete taper

Add to section 39-2.01D:

The contract unit price paid for fiber reinforced HMA 64-28 shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in the paving operations, metering/mixing of fibers, including the paving of driveway tie ins, grinding of tapers, and no additional compensation will be allowed.

DIVISION VI STRUCTURES

48 TEMPORARY STRUCTURES

**Replace "Reserved" in section 48-7 with:
48-7 TEMPORARY TRESTLE**

48-7.01 GENERAL

Section 48-7 includes specifications for a temporary trestle (trestle). Design, construct, maintain and remove the trestle.

The design, submittals, construction, maintenance and removal of the trestle must comply with PLACs.

Submit a Trestle Contingency Plan. The plan must include:

1. Your plan to plan monitor the flows year-round at the Farad Station.
2. Your plan to remove the deck within 12 days if the flows are projected to exceed 6,000 cfs.

If the flow is expected to exceed 6,000 cfs at the Farad Station, notify the Engineer immediately. Remove the deck (and all elements of the trestle that cannot resist the river flow) of the trestle if directed by the Engineer.

Removal of the trestle deck if directed by the Engineer, is paid as trestle deck removal and replacement.

The design, construction, maintenance and removal of the trestle must comply with the specifications for falsework in section 48-2. The review time for shop drawings for the trestle is 30 days.

Install a containment system to prevent debris from falling into the river.

In addition to loads per section 48-2, design the trestle for:

1. Construction loading (minimum loading must be for a CAT950 Front end loader)
2. H2O loading
3. Water flow including water velocities and debris.

Secure k-rail, conforming to section 12, to the trestle to delineate the traffic lane. Place a gate with a lock at the west end of the trestle to prevent traffic from accessing the trestle during winter suspension. Provide a key to UPPR, the County and the Engineer.

The trestle plan included in the Informational Handout is for information only; you are responsible for the design. The approved plan has steel H-pile option and a precast concrete block support option. You are responsible for approval if changes require a new permit.

Dewatering must comply with PLACs and these special provisions.

Place rock slope protection at supports as needed to protect the trestle and road from scour.

48-7.02 MATERIALS

Creosote-treated wood products or any other treated wood products that are highly flammable or toxic to aquatic life must not be installed in the Truckee River or floodway.

48-7.03 CONSTRUCTION

Make allowances for the relocation of the communication conduit to be placed on the trestle.

The portion of trestle used for traffic, including behind the gate, must be usable for property owners east of the river throughout the winter suspension. Keep the trestle and trestle supports in serviceable condition and clear of debris and snow throughout the suspension. You may remove the decking for the portion used for construction

during the winter suspension, provided it does not interrupt the utilities on the trestle or the property owner's access. Revise temporary traffic barriers on the trestle if necessary to maintain traffic through the suspension period. If you do remove a portion of the trestle decking, replace and restore it after the winter suspension at your expense.

48-7.04 PAYMENT

The contract price paid for Temporary Trestle shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in designing, constructing, maintaining and removing the trestle. Including maintaining a traffic lane and k-rail and the preparation of the trestle contingency plan.

48-8 TRESTLE DECK REMOVAL AND REPLACEMENT

48-8.01 GENERAL

Section 48-8 includes specifications for removing and replacing all decking on the temporary trestle if directed to by the Engineer.

The removal and replacement of the trestle deck must comply with section 48-7.

Remove and replace the decking and all traffic control items on the trestle.

48-8.02 MATERIALS

Not used.

48-8.03 CONSTRUCTION

Complete removal of the deck and placement of temporary rock slope protection within 12 days of direction by Engineer. Replace the deck and traffic lane as directed by the Engineer. Coordinate the deck removal and replacement with the owner of the communication lines and make allowances for the lines on the deck.

48-8.04 PAYMENT

The quantity of trestle deck removal and replacement as set forth on the bidding sheet may be reduced to one or zero depending upon the Contractor's schedule, the nature of the winter storm patterns and available reservoir storage levels. The reduction of this quantity as compared with that set forth on the bidding sheet shall not constitute a basis for claim by the Contractor for extra payment of damages. The provisions of Section 9-1.06 "Changed Quantity Payment Adjustments" of the standard specifications shall not apply to this bid item.

The contract unit price paid for trestle deck removal and replacement shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all work involved in removing and replacing the trestle deck, including removing and replacing the traffic lane and k-rail and the placement of temporary rock slope protection.



49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
17C0111	All Locations	Groundwater, rock, cobbles and boulders

Replace section 49-5 with:

49-5 MICROPILING

49-5.01 GENERAL

49-5.01A Summary

Section 49-5 includes specifications for constructing micropiles.

HS threaded bars and couplers must comply with the specifications for HS steel prestressing bars in section 50.

Bar reinforcing steel must comply with section 52, except you may use deformed bar reinforcing steel that complies with ASTM A615/A615M, Grade 60.

49-5.01B Definitions

micropile: Small-diameter, bored, CIP composite pile, in which the applied load is resisted by steel reinforcing elements, grout, and frictional ground-grout bond.

steel reinforcing element: Steel element used to strengthen or stiffen a micropile, such as bar reinforcing steel, HS threaded bar, pipe, hollow structural section (HSS), or casing.

49-5.01C Submittals

49-5.01C(1) General

Do not order materials nor install micropiles until the experience qualifications, shop drawings and calculations, and installation plan are authorized.

49-5.01C(2) Experience Qualifications

Submit the following experience qualification information:

1. Summary of the micropile subcontractor's experience that demonstrates compliance with section 49-5.01D(2).
2. Construction details, structural details, and load test results from at least 3 completed micropile installations performed by the micropile subcontractor in the last 5 years. The installations must be from 3 separate projects of similar scope to this Contract. Include a project description and the owner's name and current phone number.
3. List of on-site foremen and drill rig operators who will perform the micropile work and a summary of each individual's experience that demonstrates compliance with section 49-5.01D(2).

Allow 10 days for review.

49-5.01C(3) Shop Drawings and Calculations

Submit micropile shop drawings and calculations to the Engineer.

Allow 30 days for review.

The shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

The shop drawings and calculations must include:

1. Name, address, and phone number of the micropile subcontractor
2. Plan view, including:
 - 2.1. Station and offset at the beginning and end of the micropile structure and at any change in the structure's horizontal alignment
 - 2.2. Identification and location of each exploratory borehole
 - 2.3. Location of any existing utilities, adjacent existing structures, and other potential interferences
 - 2.4. Micropile layout and spacing
 - 2.5. Unique identification number for each micropile
3. Typical sections, including:
 - 3.1. Micropile inclination
 - 3.2. Drilled hole diameter
 - 3.3. Micropile tip elevation
 - 3.4. Micropile cutoff elevation
 - 3.5. Steel reinforcing element details, including sizes and lengths
 - 3.6. Centralizers and any spacers
 - 3.7. Micropile anchorage details
 - 3.8. Corrosion protection details
4. Material properties
5. General notes for constructing the micropiles, including overall construction sequencing
6. Calculations for the micropile length

49-5.01C(4) Installation Plan

Submit a micropile installation plan, including:

1. Detailed construction procedures, including personnel, materials, testing, and equipment.
2. Layout drawing showing the micropile installation sequence.
3. Information on headroom and space requirements for installation equipment that verifies that the equipment can perform at the job site.
5. Drilling or coring methods and equipment, including methods to:
 - 5.1. Provide drilled hole support
 - 5.2. Drill a straight hole
 - 5.3. Advance through boulders and other obstructions
 - 5.4. Prevent detrimental ground movements
6. Provisions for isolating micropiles from settling embankments.
8. Methods for placing, positioning, and supporting steel reinforcing elements.
9. Grouting plan, including:
 - 9.1. Grout mix design. Include test results from an authorized laboratory for the compressive strength of the mix at 3, 7, 14, and 28 days and the density of the mix.
 - 9.2. Procedures for monitoring grout quality.
 - 9.3. Placement procedures and equipment, including details for post-grouting, if used.
 - 9.4. Methods and equipment for monitoring and recording grout depth, volume, and pressure as the grout is placed.
 - 9.5. Grouting rate calculations, upon request. Base the calculations on the initial pump pressures or static head on the grout and losses throughout the placing system, including anticipated head of drilling fluid to be displaced, if applicable.
 - 9.6. Minimum cure time and strength requirements for performing load testing.
10. Plan for the control and disposal of surface and groundwater, drill flush, and waste grout.
11. Load testing plan, including drawings and calculations that describe:
 - 11.1. Testing procedures.
 - 11.2. Reaction load system capacity and equipment setup.
 - 11.3. Types and accuracy of the primary and secondary instrumentation equipment to be used for applying and measuring the test loads and top of micropile movements.
 - 11.4. Installation details for the instrumentation to be used for applying and measuring the test loads and measuring the top of micropile movements.
 - 11.5. Provisions for isolating verification test micropiles as specified under section 49-5.03B.
12. Calibration reports and data for each test jack, pressure gauge, load cell, and electronic displacement transducer to be used. The load cell calibration chart must show applied load versus millivolts per volt.

The installation plan must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 20 days for review.

49-5.01C(5) Mill Test Reports

Submit certified mill test reports for each heat number of each type of steel reinforcing element at least 7 days before using the materials in the work. The certified mill test reports must include ultimate strength, yield strength, elongation, and chemical composition.

49-5.01C(6) Installation Logs

Submit each installation log as an informational submittal within 1 business day of the micropile installation. The installation log must include:

1. Micropile identification number and location
2. Names of superintendent, drill rig operator, grout plant operator, and any other personnel involved in the micropile installation
3. Date, time, and duration of drilling, steel reinforcing element installation, and grout placement
4. Drilling or coring method and speed
5. Details of any hole stabilization method used
6. Description of soil or rock encountered
7. Quantity of groundwater encountered
8. Description of any unusual installation behaviors or conditions

9. Drilled hole diameter
10. Micropile tip elevation
11. Log of grout quantities and pressures, including the time and micropile depth
12. Lengths of steel reinforcing elements

49-5.01C(7) Grout Test Results

Submit grout test results for density, efflux time, and compressive strength within 1 business day of testing.

49-5.01C(8) Load Test Data

Submit load test data within 1 business day of the completion of a verification or proof load test. Load test data must include:

1. Micropile identification number and location
2. Installation date
3. Load test date
4. Testing personnel
5. Load testing equipment
6. Raw data from the electronic data acquisition system
7. Readings from the secondary load and displacement measurement systems recorded at each load increment
8. Specified curves plotted using data from the electronic data acquisition system
9. Comparison of the load test results and the acceptance criteria

Load test data must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 10 days for review.

49-5.01D Quality Assurance

49-5.01D(1) General

Not Used

49-5.01D(2) Experience Qualifications

The micropile subcontractor must:

1. Be experienced in micropile construction and load testing
2. Have successfully constructed at least 5 projects in the last 5 years involving a combined total of at least 100 micropiles
3. Have previous micropile drilling and grouting experience in soil or rock similar to the soil or rock for this Contract

Each on-site foreman and drill rig operator must have experience installing micropiles on at least 3 projects completed in the last 5 years.

49-5.01D(3) Preconstruction Meeting

Schedule and hold a micropile preconstruction meeting at least 5 business days after submitting the micropile shop drawings, calculations, and installation plan and at least 10 days before starting micropile construction. You must provide a meeting facility.

The meeting must include the Engineer, your representatives, representatives from the micropile subcontractor, and representatives from any other subcontractor to be involved in the micropile construction.

The Engineer conducts the meeting. Be prepared to discuss:

1. Contractual relationships and delineation of responsibilities among you and the subcontractors
2. Contacts and communication protocol between you and your representatives, the subcontractors, and the Engineer
3. Coordination of the construction schedule and activities
4. Anticipated subsurface conditions
5. Structural, geotechnical, and construction requirements
6. Materials testing
7. Load testing

49-5.01D(4) Quality Control

49-5.01D(4)(a) General

Not Used

49-5.01D(4)(b) Grout Testing

Before placing grout into each micropile:

1. Test the grout density under API RP 13B-1 using the Baroid mud balance. Take the grout test samples directly from the grout plant.
2. Test the grout efflux time under California Test 541. Take the grout test samples at the point of placement.

Test the grout compressive strength under ASTM C109/C109M at an authorized laboratory. Test at least 1 set of three 2-inch grout cubes from each grout plant each day of operation or for every 10 micropiles installed, whichever occurs more frequently. Take the grout test samples directly from the grout plant.

49-5.01D(4)(c) Load Testing

49-5.01D(4)(c)(i) General

Section 49-1.01D does not apply to micropile load testing.

The grout for each load test micropile must attain the compressive strength shown before you perform the load test.

Notify the Engineer at least 10 days before you perform each load test.

Perform each load test in the Engineer's presence.

Perform verification and proof load testing in tension for Pier 2 under ASTM D3689, except do not use the loading apparatus described as "Tensile Load Applied by Hydraulic Jack(s) Acting Upward at One End of Test Beam(s)."

Perform verification and proof load testing in compression under ASTM D1143/D1143M.

Perform tension and compression verification load tests on the same verification test micropile. Perform the tension load test first.

For tension load testing:

1. FTL in the load test schedule must be equal to 90 kips (Pier 2 only)
2. SL in the load test schedule must be equal to 45 kips (Pier 2 only)

Apply the test loads for tension load testing to the center bar only.

For compression load testing:

1. FTL in the load test schedule must be equal to 230 kips at abutments and 380 kips at Pier 2
2. SL in the load test schedule must be equal to 115 kips at abutments and 190 kips at Pier 2

Do not use an existing structure as part of the reaction system unless authorized.

Use a load cell as the primary load measurement system. The load cell must:

1. Be of the bonded electrical resistance strain gauge type.
2. Have a full scale range no greater than 150 percent of the maximum test load.
3. Be moisture resistant.
4. Be temperature compensated. The maximum temperature sensitivity at zero load must be ± 0.05 percent of full scale per degree F.
5. Have a resolution within ± 0.025 percent of full scale.
6. Have an accuracy within ± 0.25 percent of full scale.

Use electronic displacement transducers as the primary movement measurement system. Displacement transducers must be capable of measuring to 0.001 inch and have enough travel to allow the load test to be performed without resetting.

Apply the test loads using a hydraulic jack. Use the gauge in the jack and pressure gauge assembly as the secondary load measurement system. Jack ram travel must be sufficient to allow the load test to be performed without resetting the equipment. The pressure gauge must be graduated in 100 psi increments or less.

The load cell, the electronic displacement transducers, and the jack and gauge assembly must be calibrated by an authorized laboratory accredited for calibration services using equipment traceable to NIST. The jack and gauge assembly must be calibrated as a unit.

Use an electronic data acquisition system to simultaneously monitor and record readings from the primary load and displacement measurement systems. The electronic data acquisition system must continuously take readings at regular intervals from the load cell and electronic displacement transducers.

The Department may verify the test loads using Department-furnished load cells. Upon request, furnish the resources necessary to install and support the Department's testing equipment at the load testing location and to remove the equipment after the testing is complete.

49-5.01D(4)(c)(ii) Verification Load Testing

Perform verification load testing on each verification test micropile installed.

The verification test micropile at each listed location represents the production micropiles at the support locations shown in the following table:

Bridge no.	Verification test micropile location	Support locations
17C0111	Within 25 feet of center of Abut 1	Abutment 1
17C0111	Within 25 feet of Pier 2 column	Pier 2
17C0111	Within 25 feet of center of Abut 3	Abutment 3

Perform verification load testing as follows:

1. Incrementally load and unload the micropile as shown in the following table:

Verification Load Test Schedule

Load increment	Hold time (minutes)
AL	Until stable
0.25SL	1-2
AL	Until stable
0.25SL	1-2
0.50SL	1-2
AL	Until stable
0.25SL	1-2
0.50SL	1-2
0.75SL	1-2
AL	Until stable
0.25SL	1-2
0.50SL	1-2
0.75SL	1-2
1.00SL	5
AL	Until stable
0.25SL	1-2
0.50SL	1-2
0.75SL	1-2
1.00SL	1-2
0.80SL + 0.20FTL	1-2
0.60SL + 0.40FTL	1-2
0.40SL + 0.60FTL	1-2
0.20SL + 0.80FTL	1-2
1.00FTL ^a	5
0.75FTL	1-2
0.50FTL	1-2
0.25FTL	1-2
AL	Until stable

NOTES:

AL = alignment load, 0.10SL

SL = service load

FTL = factored test load

^aMaximum test load

2. At each load increment:
 - 2.1. Apply the load in less than 1 minute.
 - 2.2. Maintain a constant load for the hold time shown in the load test schedule. Start the hold time as soon as the load increment is fully applied.
 - 2.3. Measure and record the top of micropile movement at the end of the hold time.
3. Plot the applied test load versus the top of micropile movement at each load increment.

49-5.01D(4)(c)(iii) Proof Load Testing

Perform proof load tests on one vertical and one battered micropile at each abutment footing and on two micropiles at Pier 2 footing. The Engineer selects each micropile to be proof load tested. The Engineer does not notify you of which micropile is to be proof load tested until after the micropile has been installed.

The 1st micropile proof load test at a footing must be performed after at least 25 percent of the micropiles at the footing have been installed.

Perform proof load testing as follows:

1. Incrementally load and unload the micropile as shown in the following table:

Proof Load Test Schedule

Load increment	Hold time (minutes)
AL	Until stable
0.25SL	1-2
0.50SL	1-2
0.75SL	1-2
1.00SL	5
0.80SL + 0.20(0.80FTL)	1-2
0.60SL + 0.40(0.80FTL)	1-2
0.40SL + 0.60(0.80FTL)	1-2
0.20SL + 0.80(0.80FTL)	1-2
0.80FTL ^a	5
AL	Until stable

NOTES:

AL = alignment load, 0.10SL

SL = service load

FTL = factored test load

^aMaximum test load

2. At each load increment:
 - 2.1. Apply the load in less than 1 minute.
 - 2.2. Maintain a constant load for the hold time shown in the load test schedule. Start the hold time as soon as the load increment is fully applied.
 - 2.3. Measure and record the top of micropile movement at the end of the hold time.
3. Plot the applied test load versus the top of micropile movement at each load increment.

49-5.01D(5) Department Acceptance

49-5.01D(5)(a) General

Not Used

49-5.01D(5)(b) Verification Load Test

Each verification load test must comply with the following acceptance criteria:

1. For tension testing, the axial movement at the top of the micropile measured from the initial alignment load to the 1st application of 1.00SL must not exceed 1/2 inch at the end of the 1.00SL hold time.
2. For compression testing, the axial movement at the top of the micropile measured from the initial alignment load to the 1st application of 1.00SL must not exceed 1/2 inch at the end of the 1.00SL hold time.
3. Slope of the applied test load versus the top of micropile movement must not exceed 0.025 inch per kip at the maximum test load.

If a verification load test fails to comply with the acceptance criteria, the verification test micropile is rejected. Revise the micropile length, installation methods, or both, and submit revised shop drawings, calculations, and installation plan.

After the revised submittals are authorized, install and test a new verification test micropile that incorporates the changes at an authorized location near the rejected verification test micropile. If post-grouting the micropile is the only change, you may post-grout and retest the rejected verification test micropile instead of installing a new verification test micropile.

If the new or retested verification test micropile fails to comply with the acceptance criteria, repeat the process specified above until a verification test micropile complies with the acceptance criteria.

49-5.01D(5)(c) Proof Load Test

Each proof load test must comply with the following acceptance criteria:

1. For compression testing, the axial movement at the top of the micropile measured from the initial alignment load to the 1st application of 1.00SL must not exceed 1/4 inch at the end of the 1.00SL hold time.

2. Slope of the applied test load versus the top of micropile movement must not exceed 0.025 inch per kip at the maximum test load.

If a proof load test fails to comply with the acceptance criteria, the micropile is rejected. Suspend micropile construction and comply with one of the following procedures:

1. Post-grout and retest the rejected micropile. If the post-grouted micropile complies with the acceptance criteria when retested, post-grout all of the micropiles in the footing using identical methods. Any proof load test performed on a micropile before the post-grouting does not count toward the total proof load tests required for the footing.
2. Proof load test all the micropiles in the footing that have been constructed unless otherwise authorized. Submit a plan for replacing rejected micropiles or for installing additional micropiles, including details for any micropile or footing changes required to provide the total micropiling support capacity shown. Suspend micropile construction until the plan is authorized.

49-5.02 MATERIALS

49-5.02A General

Use identical materials and element sizes for a verification test micropile as to be used for the production micropiles it represents.

Welding must comply with AWS D1.1.

49-5.02B Steel Reinforcing Elements

49-5.02B(1) General

Mill secondary steel reinforcing elements must not be used.

Steel reinforcing elements must not contain splices or joints.

49-5.02B(2) Pipe, Hollow Structural Sections, and Casing

HSS must comply with ASTM A500/A500M, Grade C.

HSS to be welded for structural purposes must have a carbon equivalency as defined in AWS D1.1, Annex H5.1, not exceeding 0.47 percent and a sulfur content not exceeding 0.05 percent.

Welded seams must be CJP welds.

Circumferential welds must comply with section 49-2.02B(1)(b).

49-5.02B(3) Bar Reinforcing Steel

For anchorages that require threading nuts and plates onto bar reinforcing, you may cut threads into the bar reinforcing steel if you provide the next larger bar number designation from that shown.

49-5.02C Anchorage Components

Steel plates for the micropile anchorage must comply with ASTM A709/A709M, Grade 50, or ASTM A572/A572M, Grade 50.

Nuts and washers for the micropile anchorage must be capable of holding the bar at a load producing a tensile stress of at least the specified minimum ultimate tensile strength of the bar.

49-5.02D Grout

Grout must be a stable, neat grout consisting of cement and water. Cement must comply with section 90-1.02B(2). Water must comply with section 90-1.02D.

If authorized, you may use an admixture in the grout. The admixture must comply with sections 90-1.01C(4) and 90-1.02E, except the admixture must not contain chloride ions in excess of 0.25 percent by weight nor be an accelerating admixture.

If authorized, you may add fine aggregate to the grout. Fine aggregate must comply with section 90-1.02C(3). Grout with fine aggregate must:

1. Have a slump of at least 7 inches when measured under ASTM C143/C143M

2. Have an air content of no more than 2 percent when measured under California Test 504
3. Not contain air-entraining admixtures

Mix the grout as follows:

1. Add the water to the mixer followed by the cement and any admixtures or fine aggregate.
2. Mix the grout with mechanical mixing equipment that produces a uniform and thoroughly mixed grout.
3. Agitate the grout continuously until the grout is pumped.
4. Do not add water after the initial mixing.

Grout must comply with the following requirements:

1. Density must be greater than or equal to the density submitted with the authorized mix design.
2. Efflux time must be at least 11 seconds.
3. Compressive strength must be at least that shown at 28 days.

49-5.02E Centralizers and Spacers

Centralizers and spacers must be fabricated from plastic, steel, or other material that is not detrimental to the steel reinforcing elements. Do not use wood centralizers or spacers.

Centralizers and spacers must be strong enough to support the steel reinforcing elements during construction activities.

49-5.02F Corrosion Protection

Bar reinforcing steel and HS threaded bars must be epoxy coated. The epoxy coating must:

1. Comply with section 52-2.03, except the bend test requirements are waived and the epoxy thickness must be from 10 to 12 mils
2. Extend at least 5 feet into the HSS.

Epoxy coating is not required for steel reinforcing elements used in verification test micropiles.

49-5.03 CONSTRUCTION

49-5.03A General

Determine the micropile length and installation methods necessary to comply with the micropile load test acceptance criteria.

You may perform additional geotechnical investigation for the purpose of determining the micropile length and installation methods.

Do not construct any production micropiles until the test results are authorized for the verification test micropile that represents the production micropiles.

Do not drill, pressure grout, or post-grout a micropile that is within a center-to-center spacing of 5 feet from an open micropile hole or a micropile in which the initial grout has set for less than 12 hours.

49-5.03B Verification Test Micropiles

Install a verification test micropile at each location specified. Notify the Engineer at least 7 days before installing a verification test micropile.

Excavate the verification load test site as necessary to provide a level work area. Keep the test site free of water throughout the testing.

Construct each verification test micropile in the Engineer's presence. Use identical drilling and grouting methods, inclination, tip elevation, and dimensions as to be used for the production micropiles it represents.

Isolate the verification test micropile down to the elevation of the bottom of footing of the support that the verification test represents such that the soil above this elevation is not engaged.

After the verification load test results are authorized, remove the verification test micropile and any anchor piles as specified for removing portions of bridges in section 60-2.02.

49-5.03C Proof Test Micropiles

Throughout proof load testing, maintain the test site in a condition that is level and free of water.

49-5.03D Drilling

Select drilling equipment and methods that are suitable for drilling through the conditions to be encountered without causing damage to any overlying or adjacent structure or service and without causing detrimental ground movements.

Use temporary casing or another authorized drilled hole support method in caving or unstable ground.

Each drilled hole must comply with the following tolerances:

1. Centerline of the drilled hole must not deviate from the micropile location shown by more than 3 inches.
2. Center-to-center spacing of the drilled holes must not deviate from the micropile spacing shown by more than 3 inches.
3. Axis of the drilled hole must not deviate from the alignment shown by more than 1-1/2 inches per 10 feet of length.

Remove any material dislodged or drawn into the hole during micropile construction. The drilled hole must be open along its full length to the hole diameter shown before placing grout or any steel reinforcing elements not used to case the drilled hole.

Dispose of drill cuttings under section 19-2.03B.

49-5.03E Placing and Splicing Steel Reinforcing Elements

Place the steel reinforcing elements before withdrawing any temporary casing.

Use spacers to separate steel reinforcing elements. Place the spacers at 10-foot maximum intervals.

For steel reinforcing elements not used to case the drilled hole, use centralizers to support the element in the center of the hole and to provide at least the specified grout cover. Place the centralizers at 10-foot maximum intervals, with the uppermost centralizer a maximum of 5 feet from the top of the micropile and the lowermost centralizer from 2 to 5 feet from the bottom of the micropile.

Attach centralizers and spacers to the steel reinforcing elements such that the centralizers and spacers (1) are secure enough to withstand installation stresses and (2) allow the free flow of grout without misalignment of the steel reinforcing elements.

Before you insert each steel reinforcing element into a drilled hole, clean the surface of the element of deleterious substances, such as soil, mud, grease, and oil.

If you cannot insert a steel reinforcing element into the drilled hole to the required depth without difficulty, remove the reinforcing element, clean any grout from the surface of the reinforcing element, clean or redrill the hole, and reinsert the reinforcing element. Do not force or drive a reinforcing element into a drilled hole. Micropiles with partially inserted steel reinforcing elements are rejected.

49-5.03F Grouting

Grout each micropile the same day the hole is drilled.

You may place the grout before or after placing the steel reinforcing elements.

Place the grout within 1 hour of mixing.

Inject the grout at the lowest point of the drilled hole. Continue the injection until uncontaminated grout flows from the top of the micropile.

Grout each micropile in 1 continuous operation. Use grouting procedures that ensure complete continuity of the grout column.

If temporary casing is used, extract the casing in stages. After you remove each length of casing, bring the grout level back up to ground level before removing the next length of casing. Maintain the grout at a level above the bottom of the temporary casing adequate to prevent displacement of the grout by material from outside the

casing. The tremie pipe or casing must extend at least 10 feet below the grout level in the drilled hole at all times during grout placement.

If grout is placed under pressure:

- 1. Measure and record the grout quantity and pumping pressure
2. Use a grout pump equipped with a pressure gauge
3. Place a 2nd pressure gauge at the point of injection into the top of the micropile
4. Use pressure gauges capable of measuring pressures of at least 150 psi or twice the actual grout pressure used, whichever is greater
5. Do not use compressed air to directly pressurize the fluid grout

Grout tubes may remain in the hole after the completion of grouting but must be filled with grout before pile acceptance.

Maintain the grout level at or above the micropile cutoff elevation until the grout has set.

Provide a positive means of support for maintaining the position of the steel reinforcing elements until the grout has set.

Load test micropiles must remain undisturbed until the grout is strong enough to provide anchorage during load testing.

Dispose of material resulting from grouting.

49-5.03G Ground Heave and Subsidence

Control the grout pressures and grout takes to prevent heave and fracturing of soil or rock formations.

If you observe signs of ground heave or subsidence, immediately notify the Engineer and suspend the drilling and grouting operations. If the Engineer determines that the movements require corrective action, take the actions necessary to stop the movement and perform repairs.

49-5.03H Installation Logs

Prepare a separate installation log for each micropile.

49-5.04 PAYMENT

Section 49-1.04 does not apply.

Verification test micropiles are paid for as micropiles.

AA

50 PRESTRESSING CONCRETE

Replace the 1st paragraph of section 50-1.01C(4) with:

The use of alternative prestressing systems for cast-in-place prestressed box girder bridges will not be allowed.

AA

51 CONCRETE STRUCTURES

Replace section 51-1.03A with:

51-1.03A General

Install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures.

No water contaminated with concrete may be allowed to enter the streams or riparian areas. Any water contaminated with concrete must be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to wildlife species, poured concrete must be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.

If any structure is cast in place, the area poured must be completely bermed and isolated to contain all and any wet concrete, even if water is not present. The berm may be made of sandbags or dirt, but it must be lined with plastic to prevent any material from seeping past the berm. Maintain the berm in place until the concrete is fully cured or is otherwise determined to present no danger of leaching high-pH compounds into a watercourse.

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 2nd paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace section 51-1.01D(1) with:

51-1.01D(1) General

The job site must have at least 4 airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Add to section 51-1.02B:

For the portions of structures shown in the following table, concrete must contain at least 675 pounds of cementitious material per cubic yard:

Bridge name and no.	Portion of structure
17C0111	All portions except footings
17C0046	All portions

Replace section 51-1.03E(11) with:

51-1.03E(11) Diaphragm Bolsters

Concrete must contain at least 675 pounds of cementitious material per cubic yard.

Aggregate for diaphragm bolsters must be the 3/8-inch combined aggregate gradation complying with section 90-1.02C(4)(d).

You may use structural shotcrete complying with section 53-2 to construct diaphragm bolsters.

Drilling and bonding dowels must comply with section 51-1.03E(3).

Fill holes cored in bridge decks with the same concrete specified for the bolsters or with magnesium phosphate concrete. Unless authorized, do not allow traffic on the new concrete until 1 hour after final set.

Replace the 2nd sentence of item 1 in the list in the 1st paragraph of section 51-2.02A(2) with:

Cleaning and painting must comply with the specifications for new structural steel in section 59-2 except SSPC-QP 1 and SSPC-QP 2 certifications are not required.

^^

52 REINFORCEMENT

Add to section 52-2.01A(3):

52-2.01A(3)(c) Certificates

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

- 1. Certification that the reinforcement complies with ASTM A1055
- 2. All certifications specified in ASTM A1055

Add to section 52-2.01B:

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

Add to section 52-2.01C:

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

Add to the list in the 2nd paragraph of section 52-2.02A(1):

- 7. Reinforcement that extends to within 6" of the top of the wingwall.

Add to section 52-2.02A(3)(c):

For low carbon, chromium-steel bar reinforcement, submit a certificate of compliance for each shipment. Include with the submittal:

- 1. Certification that the reinforcement complies with ASTM A1035, Alloy Type CS
- 2. All certifications specified in ASTM A1035

Add to section 52-2.02B:

You may use low carbon, chromium-steel bar reinforcement complying with ASTM A1035, Alloy Type CS, as an alternative to epoxy-coated reinforcement at the following locations:

- 1. Concrete Barrier
- 2. Wingwalls

Low carbon, chromium-steel bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement.

^^

60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
17C0046 Hirschdale Road Overhead	Remove Portion: Deck overhangs
17C0045 Truckee River Bridge	Remove bridge including railing, footings, abutments, wingwalls

Remove all the bridge railing by unbolting and minimize disturbance to existing paint. Removal must conform to the Lead Compliance Plan.

In section 60-2.02 replace all instances of “traffic or railroad property” to “traffic, the Truckee River or railroad property”.

Add to section 60-2.02A(3):

For the following bridges or portions of bridges, allow the days shown in the following table for the review of the bridge removal work plan:

Bridge or portion of bridge	Review time (days)
17C0045 Truckee River Bridge	60
17C0046 Hirschdale Road Overhead	65

Add to section 60-3.04B(1)(d):

For each paving pass, perform rebound tests under ASTM C805 on at least 2 test areas. The Engineer determines the location of each test area. The distance between each test area must not exceed 200 feet in length.

Each rebound test location must be a smooth troweled area at least 6 inches in diameter.

Remove the 8th paragraph of section 60-3.05B(3).

Add to section 60-3.05B(4):

The payment quantity for repair spalled surface area includes the wire fabric and tie bars as shown on the repair details.

Replace section 60-4.07 with:

60-4.07 COMPOSITE COLUMN CASINGS

60-4.07A General

60-4.07A(1) Summary

Section 60-4.07 includes specifications for installing fiber reinforced polymer (FRP) systems.

60-4.07A(2) Definitions

Not Used

60-4.07A(3) Submittals

60-4.07A(3)(a) General

Submit core samples and test results.

Submit a painting quality work plan under section 59-2.01A(3)(c).

60-4.07A(3)(b) Shop Drawings

Submit 6 copies of shop drawings and 2 copies of design calculations to OSD, Documents Unit. Each copie must be bound together and include the following:

1. Materials to be used:
 - 1.1. Names of selected system from the Authorized Material List, suppliers, and manufacturers
 - 1.2. Technical data and safety data sheets
 - 1.3. Commercial designation of the materials
 - 1.4. Material properties for:
 - 1.4.1. Dry fiber:
 - 1.4.1.1. Tensile strength
 - 1.4.1.2. Tensile modulus

- 1.4.1.3. Density
 - 1.4.1.4. Effective dry fiber thickness
 - 1.4.2. Epoxy resin:
 - 1.4.2.1. Mix ratio by weight and volume
 - 1.4.2.2. Pot life and shelf life
 - 1.4.2.3. Resin gel time, mixing and application temperature range
 - 1.4.2.4. Application rate
 - 1.4.3. Each FRP composite:
 - 1.4.3.1. Number of layers
 - 1.4.3.2. Ultimate tensile strength
 - 1.4.3.3. Elongation at break
 - 1.4.3.4. Tensile modulus
 - 1.4.3.5. Effective composite thickness
 - 1.4.3.6. Percent fiber volume fraction
 - 1.4.3.7. Direction and orientation of the primary fiber
 - 1.4.4. Carbon fiber anchor:
 - 1.4.4.1. Tensile strength
 - 1.4.4.2. Tensile modulus
 - 1.4.4.3. Minimum weight per unit length
 - 1.4.4.4. Anchor diameter
 - 2. Details of ends of fiber and splices including overlaps
 - 3. Details of transition in FRP composite thickness
 - 4. QC or process manual for the selected system,
 - 4.1. Installation procedures
 - 4.2. Surface temperature and moisture limitations
 - 4.3. Application time limits between successive layers
 - 4.4. Plans for curing
 - 4.5. Methods for fabricating composite laminate samples
 - 4.6. Methods to replace and repair delaminated or defective sections of FRP composites
 - 4.7. Storage and handling of materials
 - 5. Names of the authorized laboratory located within 300 airline miles from Sacramento or Los Angeles
 - 6. Methods to control environmental condition during inclement weather to permit application and curing of the FRP composites
 - 7. Detailed FRP composite repair plan for damaged areas
- Allow 30 days for review.

60-4.07A(3)(c) Composite Laminate Samples

Submit at least 4 composite laminate samples for testing for each installation day, change of shift, or change in personnel.

Submit the test report for the composite laminate samples within 30 days after sample fabrication.

60-4.07A(3)(d) Certificate of Compliance

For each material used and for each shipment, submit a certificate of compliance from the manufacturer certifying that the material furnished is the same as that previously authorized. Include the product name, lot or batch number, and manufacture date.

60-4.07A(3)(e) Experience Qualifications

Submit a manufacturer's training certificate for each supervisor that will supervise the work.

Submit documentation for at least 2 completed FRP system installations that the certified supervisor performed in the last 5 years. Documentation must include:

- 1. Project's name and location
- 2. Date of contract acceptance (month and year)
- 3. Manufacturer and material used
- 4. Project's owner and project owner contact person's name and telephone number

60-4.07A(3)(f) Daily Installation Log

Submit daily installation logs as an informational submittal within 1 business day of the FRP system installation. The daily installation log must include:

1. Name of the certified supervisor
2. Personnel performing the FRP system installation, including saturation
3. Bridge number and location
4. Date and time of installation
5. Product description, date of manufacture, and lots or batch numbers
6. Fabrication, inspection, and verification data including:
 - 6.1. List of materials and quantities used
 - 6.2. Number of layers and FRP composite thickness measurement
 - 6.3. Ambient and epoxy resin temperature, and humidity readings at beginning, middle and end of shift
 - 6.4. Thickness of the final protective coating on the completed FRP composites

60-4.07A(4) Quality Assurance

60-4.07A(4)(a) General

The certified supervisor must be present during the preparation and installation of the FRP system.

60-4.07A(4)(b) Experience Qualifications

The supervisor for the FRP system installation must (1) be trained and certified by the manufacturer on the work and (2) have wet lay-up FRP system installation supervisory or lead worker experience on at least 2 bridge or building projects in the last 5 years.

60-4.07A(4)(c) Quality Control

60-4.07A(4)(c)(i) General

Collect samples in the presence of the Engineer.

60-4.07A(4)(c)(ii) Composite Laminate Sample Testing

Obtain at least 4 composite laminate samples for testing for each installation day, change of shift, or change in personnel. Samples remain in the custody of the Engineer. Determine the random sample size under ASTM E122. The Engineer selects the samples to be tested by the authorized laboratory.

Test at least 1 composite laminate sample for each batch of epoxy resin used.

Composite laminate sample must be fabricated at the job site using the same personnel, equipment, materials, and method to be used in the work. Each composite sample must:

1. Consist of 2-ply unidirectional laminates
2. Be 24 by 24 inches
3. Be cured at the job site under the same ambient conditions
4. Be labeled with location and date

At least 5 business days before performing any testing at the authorized laboratory, notify the Engineer of:

1. Date of the testing
2. Location of the authorized laboratory where the tests will be conducted
3. Number of samples to be tested

Test the composite laminate samples under section 60-4.07A(4)(d)(ii).

The test report must be prepared by the laboratory performing the testing and signed by an engineer representing the laboratory.

60-4.07A(4)(d) Department Acceptance

60-4.07A(4)(d)(i) General

The Department accepts the completed FRP system based on:

1. Visual inspection of completed FRP system for:

- 1.1. No evidence of defects consisting of external abrasions or blemishes, delamination, voids, external cracks, chips, cuts, loose fibers, foreign inclusions, depressible raised areas, and fabric wrinkles
- 1.2. Layer is in full contact with the concrete member or subsequent layers
- 1.3. Surfaces of horizontal joints are flush with adjacent surfaces
- 1.4. No defects or voids with a dimension more than 1-1/2 inches
- 1.5. No defect areas greater than 1 square inch
- 1.6. No defect areas of any size being within 1 foot from another defect area of similar size
- 1.7. No undulations in the surfaces exceeding 0.25 inch per foot in any direction
2. Composite laminate sample test
4. Authorize and repaired defects

60-4.07A(4)(d)(ii) Composite Laminate Sample Test

Cured carbon FRP composite laminate sample must comply with the requirements shown in the following table:

Carbon FRP Requirements

Quality Characteristic at 72±2°F	Test method	Requirement ^c	
		Dry fiber	Composite
Ultimate tensile strength, in primary fiber direction ^a , ksi, min	ASTM D3039	500	130.5
Ultimate elongation, %, min		1.35	0.9
Composite tensile modulus of primary fiber, ksi, min		28,800	9,400
Fiber volume, %, min	ASTM D2584 or ASTM D3171	--	25
Glass transition temperature, min, degrees F	ASTM D3418 or ASTM D4065	--	140
Interlaminar shear, ksi, min	ASTM D2344	--	6.24
Effective Composite thickness ^b per layer, in.	ASTM D1777	--	0.04

^aHorizontal fibers circumscribing the column, fibers in the longitudinal direction of the girder (flexural), or in the direction of the stirrups (shear).

^bNumber of layers shown on the plans is based upon the composite thickness of 0.04 inch per layer or 18 oz-per-square-yard or equivalent.

^cReported values must comply with ASTM D7290.

Cured E-Glass FRP composite laminate sample must be tested and comply with the requirements shown in the following table:

E-Glass FRP Requirements

Quality Characteristic at 72±2°F	Test method	Requirement ^b	
		Dry fiber	Composite
Ultimate tensile strength, in primary fiber direction ^a , ksi, min	ASTM D3039	450	65.2
Ultimate elongation, %, min		3.0	1.56
Composite tensile modulus of primary fiber, ksi, min		10,000	3,700
Fiber volume, %, min	ASTM D2584 or ASTM D3171	--	30
Glass transition temperature, min, degrees F	ASTM D3418 or ASTM D4065	--	140
Interlaminar shear, ksi, min	ASTM D2344	--	4.4
Effective Composite thickness per layer, in.	ASTM D1777	--	0.05

^aHorizontal fibers circumscribing the column, fibers in the longitudinal direction of the girder (flexural), or in the direction of the stirrups (shear).

^b Reported values must comply with ASTM D7290.

60-4.07B Material

60-4.07B(1) General

FRP systems must be on the Authorized Material List for the Composite Column Jacket System.

The substitution or modification of any component is not allowed for the FRP system in the Authorized Material List for the Composite Column Jacket System.

FRP systems must consist of fibers and epoxy resin.

FRP fiber sheet must be composed of unidirectional continuous fiber.

If authorized, you may use an alternative composite laminate thickness per layer and number of layers from that described. The alternative system must be on the Authorized Material List for Column Jacket Systems and must have:

1. Quality and suitability for the intended application at least equal to that of the system described
2. Effective composite thickness of 0.02 inch or 0.08 inch per layer

Protect materials from dirt, moisture, chemicals, extreme temperatures, and physical damage.

Abrasives must comply with section 59-1.02B.

60-4.07B(2) Epoxy Resin

Epoxy resins must:

1. Comply with section 95-1.02
2. Be formulated to resist crazing and chipping
3. Have all components within their shelf life

Use the same selected FRP system epoxy resin for (1) the primer coat and (2) final protective coats.

Use the thickened epoxy resin for carbon FRP fiber anchors installation. The epoxy resin must be the same selected FRP system epoxy resin.

60-4.07B(3) Carbon FRP Fiber Anchor

Carbon FRP fiber anchors must consist of unidirectional carbon fibers and must be saturated with compatible epoxy at the job site. Anchors must be prefabricated and shipped directly from the manufacturer.

Anchor labels must have the date of manufacture, the lot number, and the minimum weight per unit length shown in the table below.

Tensile properties must comply with the requirements shown in the following table:

Carbon FRP Fiber Anchor Requirements

Quality characteristic	Test method	Requirement
Minimum dry fiber ultimate tensile strength	ASTM D7205	500,000 psi
Minimum composite ultimate tensile strength	ASTM D7205	121,000 psi
Minimum dry fiber tensile modulus	ASTM D7205	30,000 ksi
Minimum composite tensile modulus	ASTM D7205	11,900 ksi
Elongation composite min max	ASTM D7205	0.8% 1.7%
Minimum anchor density ^a (lb/in ³)	--	0.0246

^aMinimum anchor weight per inch length

60-4.07B(4) Final Protective Coating

60-4.07B(4)(a) General

Not Used

60-4.07B(4)(b) Exterior-Grade Latex Paint

Exterior-grade latex paint must:

1. Be compatible with the FRP composite
2. Be recommended by the epoxy resin manufacturer
3. Comply with section 91-2.02B
4. Comply with ASTM D3359, Method A, with a minimum rating of 4A

60-4.07C Construction

60-4.07C(1) General

Before installation, remove unsound concrete and patch with rapid setting concrete patch at areas that FRP system will be placed.

Remove unsound concrete under section 60-3.02C(5). Patch unsound concrete with rapid setting concrete patch under section 60-3.02C(6). This is change order work.

Do not backfill until FRP system or paint has cured.

Carbon FRP fiber anchors must have no voids and a means to prevent epoxy run out must be provided.

60-4.07C(2) Surface Preparation

Round corners, edges, and chamfers to a minimum of 1-inch radius.

Grind any sharp or rough edges until smooth.

Prepare the concrete surface as follows:

1. Light dry blast or grind the surface to have an International Concrete Repair Institute (ICRI) surface profile of CSP 3.
2. Fill cracks that have widths larger than 0.01 inch under section 60-3.05C

3. Fill voids larger than 1/2 inch in diameter by 1/8 inch in depth with thickened epoxy resin
4. Fill uneven surface and the flat sides of columns straight from corner to corner resulting in a slightly convex profile

60-4.07C(3) Installation

At the time of installation:

1. There must be no moisture present on the concrete surface or any contact surfaces. Test the moisture on the concrete surface under ASTM D4263.
2. Concrete surface or any contact surfaces must be free of efflorescence, oils, loose materials, dust and laitance.
3. Ambient temperature and temperature of epoxy resin components must be within the range of 45 to 90 degrees F. If the manufacturer's recommended range is different than specified, use the least temperature range.
4. Relative humidity must be less than 90 percent.
5. Surface temperature must be 5 degrees F above the dew point.

Install the FRP composite as follows:

1. Ensure that composite materials are free of moisture, oils, debris, dust, or contaminants during preparation and installation.
2. Proportion the components of epoxy resin and use automatic equipment to mix the components under manufacturer's recommendations.
4. Apply the epoxy resin primer coat to the concrete surface to obtain a tacky surface before the application of the fiber.
5. Measure and apply the epoxy resin and fiber uniformly at authorized rates.
6. Wet out all fiber with resin using a mechanical saturator. Ensure complete saturation of the fiber sheet. Apply the fiber to the surface using methods of producing a uniform tensile force distributed across the entire width of the fiber sheet. Remove excess resin.
7. Feather fiber edges, including termination points, edges, and seams, at least 6 inches with a thickened epoxy resin.
8. Squeeze out entrapped air beneath each layer before the epoxy resin sets or before subsequent layers are applied.
9. Place successive layers before complete cure of the previous layer of epoxy resin to achieve complete bond between layers.
10. Coat the exterior surface with thickened epoxy resin that produces a uniform finished surface after the final layer.

Moisture prevention and de-humidification are required for installation during inclement weather.

Protect from exposure to direct sunlight during installation and for 24 hours after installation.

Complete each FRP composite section with authorized number of layers within manufacturer's recommended timeline.

The orientation of the fiber sheet must not deviate from a straight line, along the axis of the column more than 0.125 inch per foot.

Overlap length must be per manufacturer's instructions, but not less than 12 inches. Splices must be overlapped in the fiber direction of individual layers.

Before placing each fiber sheet, completely saturate the fiber sheet with epoxy resin. No installation of dry fiber sheet is allowed.

Protect the cured FRP composites from rainfall or water submersion for a period of at least 7 days after installation is completed.

60-4.07C(4) Cleaning and Painting

Clean and paint the completed exposed surfaces of the FRP system with a final protective coating under the paint manufacturer's recommendations. Cleaning and painting must not damage the FRP system.

Before the application of the finish coat, the epoxy surface must be hard to the touch but tacky to the feel without transferring epoxy resin from the finished FRP composite to the touch medium. The finish coat must firmly adhere to the FRP composite surface without signs of shrinkage cracking or flaking off.

If the FRP composite is no longer tacky to the touch, has reached a full cure, or it has been 7 days after the installation, clean and prepare the FRP composite surfaces as follows:

1. Abrasive blast the surfaces with an abrasive no greater than 80 mesh and an air pressure less than 80 psi. Do not expose the fiber portion of the FRP composite.
2. Wipe surface with dry cloth.
3. Surfaces must be completely dry and thoroughly cleaned of dust and loose material before receiving the finish coats.
4. When disturbing the completed FRP system, construct containment systems under section 59-2.01C(2), except that ventilated containment systems are not required.

Apply the 1st finish coat in at least 2 applications. The total dry film thickness of all applications must be at least 2 mils.

Apply the 2nd finish coat after the 1st finish coat has dried 12 hours unless otherwise authorized. You may apply the 2nd finish coat in a single application.

The 1st finish coat color must match color no. 25630 of AMS-STD-595, and the 2nd finish coat color must match color no. 26408 of AMS-STD-595.

The total dry film thickness of the 1st and 2nd finish coats must be from 4 to 8 mils.

60-4.07C(5) Carbon Fiber Anchor Installation

Carbon FRP fiber anchors must have no voids and a means to prevent epoxy run out must be provided.

Do not drill through the installed FRP systems to install carbon FRP anchors.

Install carbon fiber anchors under the manufacturer's instructions and as described.

Drill the holes without damaging the adjacent concrete. Remove all loose dust, concrete particles, and latencies from the hole and protect the hole from deleterious materials until the anchor is installed.

If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless drilling through the reinforcement is authorized, drill a new hole adjacent to the rejected hole to the depth shown.

Replace carbon fiber anchors that fail to bond or are damaged.

60-4.07D Payment

The payment quantity for the fiber reinforced polymer system is the surface area of concrete columns to be cased.

Add to section 60-4.09A(3)(b):

For locknuts, submit a certificate of compliance with a copy of each required test report.

Submit a test sample of corrosion-inhibiting grease from the lot to be used with test results at least 40 days before use.

Add to section 60-4.09B(2)(a):

Cable restrainers must have corrosion protection.

Replace section 60-4.09B(2)(b) with:

60-4.09B(2)(b) Corrosion Protection

Grease must comply with the specifications for corrosion-inhibiting grease in section 46-2.02D.

HDPE sheathing must have:

1. Density from 940 to 960 kg/m³ when tested under ASTM D792, Test Method B

2. Minimum wall thickness of 80 mils

HDPE sheathing must be:

1. Sufficiently strong to prevent damage during construction
2. Watertight
3. Chemically stable without embrittlement or softening
4. Nonreactive with concrete, steel, or corrosion inhibiting grease
5. Undamaged and unburned

The nuts must be mechanically zinc-coated nylon insert locknuts complying with ASTM A563, Grade DH, and ASME B18.2.2 except that the thickness must be greater than that specified in ASME B18.2.2. The nuts must maintain complete locking effectiveness at 100 percent relative humidity. Do not use thread locking systems.

The mechanical and thermal quality characteristics of the nylon resin used in the locknut insert must comply with the requirements shown in the following table:

Nylon Resin Requirements		
Quality Characteristic	Test method	Requirement
Mechanical:		
Tensile strength (min, psi)	ASTM D638	12,000
Tensile strength at yield (min, psi)	ASTM D638	12,000
Elongation at yield (max, %)	ASTM D638	5
Elongation at break (max, %)	ASTM D638	60
Flexural modulus (ksi)	ASTM D790	410
Izod impact (J/m)	ASTM D256	53
Thermal:		
Heat deflection temperature (°C)		
at 66 psi	ASTM D 648	210
at 264 psi	ASTM D 648	65
Melting point (°C)	ASTM D 3418	260

The quality characteristics of the penetrant must comply with the requirements shown in the following table:

Penetrant Quality Characteristic Requirements		
Quality characteristic	Test method	Requirement
Total pigment content (%)	ASTM D2371	24–28
Pigment component:		
Synthetic red iron oxide (%)	ASTM D3721	19–23
Zinc hydroxy phosphate (%)	ASTM D4462	33–37
Barium sulfate (%)	ASTM D602	40–48
Nonvolatile content (min, %)	ASTM D2369	60
Consistency, KU	ASTM D562	50–75
Density (g/mL)	ASTM D1475	1.018
Drying time, dry to recoat, 4 mils wet film (hours)	ASTM D1640	2–4
Flash point (min, °C)	ASTM D3278	40
Salt fog performance (hours)	ASTM B117	500
1–2 mils dry film on SSPC-SP 5 blasted cold-rolled steel panel with no rust or creepage at scribe		

The penetrant vehicle must consist of 75 to 79 percent overbased crystalline calcium sulphonate alkyd resin and 21 to 25 percent driers, UV absorbers, and aliphatic hydrocarbons.

The quality characteristics of the resin solution must comply with the requirements shown in the following table:

Resin Solution Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Density (g/mL)	ASTM D1475	0.935
Flash point (min, °C)	ASTM D3278	40
Nonvolatile content (min, %)	ASTM D2369	70
Viscosity (min, cP)	ASTM D2196, no. 6 spindle at 25 °C, 10 rpm	9,000

The quality characteristics of the finish coat must comply with the requirements shown in the following table:

Finish Coat Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Total pigment content (%)	ASTM D2371	22–28
Pigment component:		
Titanium dioxide (%)	ASTM D476, Type III or IV	40–43
Carbon black (%)	ASTM D561	0.04–1.00
Zinc hydroxy phosphite (%)	ASTM D4462	28–32
Barium sulfate (%)	ASTM D602	26–30
Nonvolatile content (min, %)	ASTM D2369	70
Consistency (KU)	ASTM D562	90–120
Density (g/mL)	ASTM D1475	1.139
Drying time (hours)	ASTM D1640	
Dry to recoat, 4 mils wet film:		
Dust free		1–4
Tack free		5–12
Dry hard		24–48
Flash point (°C)	ASTM D3278	40
Sag resistance (min, mils)	ASTM D4400	16
Salt fog performance (hours)	ASTM B117	1,000
4 mils dry film on SSPC-SP 5 blasted cold-rolled steel panel, no more than 1 percent undercutting, blistering, or peeling		

The finish coat vehicle must consist of from 77 to 81 percent overbased crystalline calcium sulphonate alkyd resin, 12 to 16 percent modified alkyd, and 7 to 9 percent driers, UV absorbers, and aliphatic hydrocarbons.

Replace section 60-4.09B(2)(c)(ii) with:

60-4.09B(2)(c)(ii) Applying Corrosion Protection

Fully coat the galvanized cable-type restrainer with corrosion-inhibiting grease and encapsulate it in a smooth HDPE sheath.

The sheath must be (1) hot melt extruded onto the strand or (2) shop applied by a method that ensures all spaces between the sheath and the strand and between the strand wires are filled with corrosion-inhibiting grease.

The ends of the sheathing must be flush with the ends of the galvanized swaged fittings.

Cover the swaged fitting and a portion of the adjacent sheathed cable and threaded stud with a corrosion protection system.

Clean the cable yield indicator, washers, disc spring, nut, and threaded stud under section 59-1.03C(4) and apply a prime coat of red calcium sulphonate penetrant. Apply the prime coat to the specified dry film thickness in 1 or more applications. The total dry thickness of the prime coat must be at least 1 mil.

Color code the disc springs after the application of the prime coat.

AA

83 RAILINGS AND BARRIERS

Replace item 1 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

1. Steel line posts.

Replace item 2 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

2. Wood blocks for line posts.

Add to section 83-2.02C(1)(a):

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

Replace section 83-2.04E with:

83-2.04E Alternative In-line Terminal Systems—TL-3

83-2.04E(1) General

83-2.04E(1)(a) Summary

Section 83-2.04E includes specifications for constructing alternative in-line terminal systems.

83-2.04E(1)(b) Definitions

Not Used

83-2.04E(1)(c) Submittals

Submit a certificate of compliance for alternative in-line terminal systems.

83-2.04E(1)(d) Quality Assurance

For each model of alternative in-line terminal system being installed, obtain the manufacturer's check list for the assembly and installation of the alternative in-line terminal systems from the manufacturer's representative or distributor. Notify the Engineer of the alternative in-line terminal system to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed in-line terminal system and submit a copy of the completed and signed check list for each installed location, and include the following:

1. Contract number
2. Name of installation Contractor
3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The Engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04E(2) Materials

Alternative in-line terminal systems must be the following or a Department-authorized equal:

- Type SoftStop TL-3 terminal systems must be SoftStop TL-3 End Terminal System manufactured by Trinity Highway Products, LLC. The system has a length of 50'-9 1/2", and must include items detailed for SoftStop TL-3 terminal system, as shown. The SoftStop TL-3 terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

83-2.04E(3) Construction

83-2.04E(3)(a) General

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

83-2.04E(3)(b) SoftStop TL-3 Terminal System

Install Type SoftStop TL-3 terminal system under the manufacturer's installation instructions. Use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rocks. Moisten and thoroughly compact each layer. All blocks must be wood or plastic and must be 8 or 12 inches deep.'

83-2.04E(4) Payment

Not Used

Replace the 4th paragraph of section 83-2.05A(1):

California ST-75 Bridge Rail work includes the Tubular Bicycle Railing.

California ST-75SW Bridge Rail work includes the Pedestrian Hand Railing.

^^

84 MARKINGS

^^

85 RESERVED

^^

91 PAINT

^^

92 ASPHALT BINDERS

^^

93 RESERVED

^^

94 ASPHALTIC EMULSIONS

^^

95 EPOXY

^^

96 GEOSYNTHETICS

^^

97-98 RESERVED

^^

DIVISION XII BUILDING CONSTRUCTION
99 BUILDING CONSTRUCTION

NOTICE TO BIDDERS:

THE FOLLOWING CONTRACT SECTION IS INCLUDED

AS A SAMPLE

FOR INFORMATION ONLY

AND IS NOT TO BE

COMPLETED WITH BID

COUNTY OF NEVADA
STATE OF CALIFORNIA

CONTRACT

FOR

**HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT
FEDERAL NO. BRLO-5917 (092)**

AND

**HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT
FEDERAL NO. BRLO-5917 (097)**

August 8, 2024

(Standard Public Works Contract)

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Nevada, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT AND HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Nevada in the sum of _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Nevada, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Contractor

Surety **(SEAL)**

By

By: Attorney-in-Fact

Name

Name

Title

For correspondence or claims relating to this bond, contact the surety at the following address and telephone number:

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Nevada

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally

Attorney-in-fact

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name

is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Nevada, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT AND HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Contractor and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Contractor

Surety **(SEAL)**

By

By: Attorney-in-Fact

Name

Name

Title

For correspondence or claims relating to this bond, contact the surety at the following address and telephone number:

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

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Nevada, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

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This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Contractor

Surety **(SEAL)**

By

By: Attorney-in-Fact

Name

Name

Title

For correspondence or claims relating to this bond, contact the surety at the following address and telephone number:

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Nevada

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally

Attorney-in-fact

known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name

is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

**COUNTY OF NEVADA
STATE OF CALIFORNIA**

CONTRACT

THIS CONTRACT, made this day of by and between the COUNTY OF NEVADA, hereinafter referred to as County and , hereinafter referred to as Contractor.

WITNESSETH: That the County and Contractor, for the consideration hereinafter mentioned, agree as follows:

ARTICLE I: DEFINITIONS

Wherever used in these general conditions or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Act of God

"Act of God" means an earthquake or flood, or other cataclysmic phenomenon of nature. A rain, windstorm, high water or other natural phenomenon of unusual intensity for the specific locality of the work, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda

Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents.

Application for Payment

The form accepted by County which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the contract documents.

Calendar Days

Consecutive days of the month including Saturdays, Sundays and holidays. A calendar day shall be the 24 hours running from midnight to the next midnight.

Change Order

A document, which is signed by Contractor and County and authorizes an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the contract.

Contract Documents

The written agreement covering the performance of the work and the furnishing of labor, materials and equipment in construction of the work. The agreement shall be construed to include the

1. Invitation to Bid
2. Instructions to Bidders
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award)
4. Contract
5. Addenda which pertain to the Contract
6. The Bonds
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated
8. The Plans and Specifications and Drawings as identified in the Contract
9. Certificates of Insurance
10. Other: _____

Contract Price

Either the total lump sum bid of the Contractor or the total of the unit price bids of the Contractor extended based upon the estimated quantities set forth in the bid, or combinations thereof, plus or minus any adjustments made in accordance with the contract.

Contractor

The person or persons, co-partnership, joint venturers or corporation who have entered into a contract with County as party or parties of the second part and/or their legal representatives.

Contractor's Plant and Equipment

Everything, except labor, brought onto the site by the Contractor in order to carry out the work, but not to be incorporated in the work.

County

The County of Nevada and any person or persons to whom the power belonging to County shall be duly designated including but not limited to an engineer or architect. Only those persons designated in writing by the County Administrator or Director of the department overseeing the project shall have authority to act on behalf of County.

Day

A calendar day of 24 hours, except when preceded by "working", as defined below.

Defective

An adjective which when modifying the word "work" refers to work that is unsatisfactory, faulty or deficient, or does not conform to the contract documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the contract documents, or has been damaged (unless responsibility for the protection thereof has been assumed by County).

Directed

"Directed", "designated", "permitted", "required", "accepted", and words of like import, wherever and in whatever manner used means as directed, designated, permitted, required, and accepted by County.

Director

"Director" shall mean the Director of the department overseeing the project.

Drawings

The drawings which show the character and scope of the work to be performed and which have been prepared or approved by County and are referred to in the contract documents.

Effective Date of the Contract

The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Engineer

The person specifically designated in writing by County to function as staff adviser and/or consultant to County on engineering matters relating to this contract. Only those persons designated by County, in writing, shall have authority to act for County in the administration of this contract. Said written designation shall be signed by the County Administrator or Director of the department overseeing the project.

Equal

A device, material, equipment, technique or method that conforms to the intent of that specified or indicated on the Drawing.

Field Order

A written order issued by County which orders minor changes in the work but which does not involve a change in the contract price or the contract time.

Final Acceptance, Date of

The date when all final punch list items are corrected, the final inspection has been completed and when the governing body and/or funding agency formally accepts the project as complete. This date will be used to establish the start date of the one-year warranty period for the contract.

Laboratory

The designated testing laboratory authorized by County to test materials and work involved in the contract.

Lien

Any claim by a person entitled to file a stop notice pursuant to the provisions of California Civil Code Sections 3179, et seq.

Notice of Award

The written notice by County to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, County will sign and deliver the Contract.

Notice to Proceed

A written notice given by County to Contractor fixing the date on which the contract time will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

Partial Completion

Placing a portion of the work in service for the purpose for which it is intended (or a related purpose) before reaching completion of all the work.

Person

Includes firms, companies and corporations.

Project

The total construction which is required by the Contract Documents which may be all of the work or a part as indicated in the Contract Documents.

Schedule of Values

A list of divisions of the total scope of work under the contract made by the Contractor and approved by the County for purposes of progress payments.

Shall

"Shall" or "will", whenever used, is mandatory.

Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all product data illustrations, brochures, standard schedules, performance charts, instructions, diagrams, samples, and other information prepared by a supplier and submitted by Contractor to illustrate material or equipment for some portion of the work.

Special Provisions

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

Standard Specifications

Specifications which are authored and authorized by a particular industry or agency which may be incorporated by reference. Where so incorporated, they are incorporated for use of technical data and specifications only. If there is a conflict between the standard specifications and express terms of this contract, the provisions set forth in the contract shall prevail.

Subcontractor

An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

Substitute

A device, material, equipment, technique or method of construction that differs from that intended or indicated on the Drawings.

Sufficient:

"Sufficient", "necessary", "proper", "acceptable", "satisfactory", "desirable", and words of like import, wherever and in whatever manner used, with or without reference to the County, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the County.

Supplementary Conditions

An addition to the Contract Documents which supplements the main Contract.

Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work

Work to be paid for on the basis of unit prices.

Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Working Day

A working day is any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by Special Provisions, by any labor contract, or by law, to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather conditions resulting therefrom, or other phenomena of nature from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling item on the accepted project schedule. Should the conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

ARTICLE II: SCOPE OF WORK

Contractor, at Contractor's own proper costs and expense, shall do all the work and furnish all the materials necessary to construct and/or reconstruct and complete in good workmanlike and substantial manner and to the satisfaction of the County, the following: HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT AND HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT, which shall be constructed in accordance with this Contract, the Invitation to Bid, the Instructions to Bidders, the Plans and Specifications and Drawings, and all other contract documents attached hereto and which are incorporated herein by reference and made a part of this Contract as if set forth in full.

ARTICLE III: CONTRACT TIME

Contractor will start work to be performed under this Contract within **7 days** after the Contractor is instructed in writing by County to proceed with the work. Said work shall be diligently prosecuted to completion. **HIRSCHDALE ROAD OVER TRUCKEE RIVER BRIDGE REPLACEMENT PROJECT AND HIRSCHDALE ROAD AT HINTON (UPRR) OVERHEAD REHABILITATION PROJECT work shall be completed and ready for acceptance within 275 working days from the date of the mailing of the Notice to Proceed.** When any period of time is referred to in the contract documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

ARTICLE IV: CHANGE OF CONTRACT TIME

Change by Change Order

The contract time may only be changed by change order. A request for an extension or shortening of the contract time shall be based on written notice delivered by the party making the request to County promptly after the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of the request with supporting data shall be delivered to County and shall be accompanied by the written statement that the adjustment requested is the entire adjustment to which the requesting party has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this paragraph.

Contract Time May Be Extended

The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if the request is made therefor as provided in this Article. Such delays shall include, but not be limited to, acts of neglect by County or others performing additional work, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

Delay and Price Change

All time limits stated in the contract documents are of the essence. There shall be no adjustment of contract price due to delays which are not caused by the County, including but not limited to delays for fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God and the acts of any other person or entity. The provisions of this Article shall not exclude recovery for damages for delay which is caused by the County.

Delays in Completion of the Work

1. Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, Contractor shall notify County in writing of the probability of the occurrence of such delay and its cause in order that County may take immediate steps to prevent, if possible, the occurrence or continuance of the delay or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of County at the time of their occurrence and found by County to have been unavoidable. The Contractor shall make no requests for extensions of time as to delay not called to the attention of County at the time of its occurrence.

2. Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of County would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or Contractor's subcontractors.

3. Unavoidable Delays

Unavoidable delays in the prosecution or completion of the work shall include all delays which, in the opinion of County, result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the subcontractors and/or any suppliers. Delay in completion due to contract modifications ordered by County and unforeseeable delays in the completion of work or interference by other contractors employed by County will be considered unavoidable delays insofar as they interfere with the Contractor's completion of the work.

Extension of Time

1. Avoidable Delays

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision. The County, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in County's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs but will not be assessed damages for the delay.

2. Unavoidable Delays

For delays which County considers to be unavoidable, the Contractor shall, pursuant to Contractor's application, be allowed an extension of time beyond the time herein set forth, proportional to such delay or delays, in which to complete the contract. During such extension of time, neither extra compensation for engineering and inspection provided nor damages for delay will be charged to the Contractor.

Liquidated Damages

County and Contractor recognize that time is of the essence and that County will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in accordance with this contract. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by County if the work is not completed on time. Accordingly, instead of requiring any such proof, and due to impracticality and difficulty of ascertaining exact damages caused by delay, County and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay to the County of Nevada the sum of **\$6,700** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above. Such damages shall only be payable by Contractor to County if the delay is a result of the failure of Contractor to timely perform on its part and not occasioned by the County or any State or Federal agency. In case of joint responsibility for delay in the final completion of the work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one Contractor will be based upon the individual responsibility of that Contractor for the delay as determined by, and in the judgment of, County. County shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated. It is acknowledged that the subject contract is a public project which is subject to the provisions of the Public Contracts Code. Accordingly, County has determined and the Contractor acknowledges that the liquidated damages as established herein are governed by the provisions of Government Code Section 53069.85 and are predicated upon the reasonable damages accruing to County stemming from any delay in the completion of this project.

ARTICLE V: CONTRACT PRICE

County shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows: Dollars (\$) _____)

ARTICLE VI: CHANGE OF CONTRACT PRICE

Contract Price

The contract price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the contract price.

Change by Change Order

The contract price may only be changed by a written change order. Any request for an increase or decrease in the contract price shall be based on written notice delivered by the party making the request to the other party prior to the commencement of any extra work. Said request shall state the exact nature of the request.

Data regarding any change shall be delivered by Contractor prior to commencing extra work and shall be accompanied by Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the extra work to be done. If said request is granted, County will issue a written change order therefor. No request for an adjustment in the contract price will be valid if not submitted in advance and in accordance with this paragraph.

Determination of Change in Contract Price

The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the contract documents, by application of unit prices to the quantities of the items involved (subject to the provisions regarding unit price work set forth below).
2. By mutual agreement, and if there is no mutual agreement, No. 3 directly below shall apply.
3. On the basis of the cost of the work determined as provided below plus a Contractor's fee for overhead and profit as provided below.

Cost of the Work

The term "cost of the work" means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the extra work required or permitted under a change order. Except as otherwise may be agreed to in writing by County, such costs shall be in amounts no higher than those prevailing in the locality of the project and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the work under schedules of job classifications agreed upon by County and Contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by County in writing.
2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless County deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to County. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to County, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to the subcontractors for work performed by subcontractors. If required by County, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall deliver such bids to County who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
4. Costs of special consultants (including engineers, architects, testing laboratories, surveyors, and accountants) employed for services specifically, and only, related to the work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value of such items used but not consumed which remain the property of Contractor.

- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by County, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.
- d. Sales, consumer, use or similar taxes related to the work, and for which Contractor is liable, imposed by laws and regulations.
- e. Deposits lost for causes other than negligence of Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the work or otherwise sustained by contractor in connection with the performance and furnishing of the work (except losses and damages within the deductible amounts of property insurance established by County), provided they have resulted from causes other than the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of County. No such losses, damages and expenses shall be included in the cost of the work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated below under Contractor's fee.
- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- i. Cost of premiums for additional bonds and insurance required because of changes in the work and premiums for property insurance coverage within the limits of the deductible amounts established by County in this contract.

Not Included in Cost of the Work

The term "cost of the work" shall not include any of the following:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in this contract or specifically covered above under costs of special consultants, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
- 4. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the contract documents to purchase and maintain the same (except for the cost of premiums specifically covered above).
- 5. Costs due to the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein.

Contractor's Fee

The Contractor's fee allowed to Contractor for overhead and profit shall be determined by a fee based on the following percentages of the various portions of the cost of the work:

- a. For all allowable costs of the work incurred under the paragraphs dealing with payrolled employees and costs of materials and equipment, the Contractor's fee shall be fifteen percent;

b. For all allowable costs of the work incurred under the paragraph dealing with work done by subcontractors, the Contractor's fee shall be five percent; and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to Contractor on account of overhead and profit of all subcontractors shall be fifteen percent, for a total add-on of twenty percent.

c. No fee shall be payable on the basis of costs itemized under paragraphs dealing with special consultants, supplemental costs and/or costs not included in cost of the work.

d. The amount of credit to be allowed by Contractor to County for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's fee by an amount equal to ten percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with paragraphs 2(a) through 2(d) above.

Cost Breakdown

Whenever the cost of any work is to be determined as set forth herein, Contractor will submit, in form acceptable to County, an itemized cost breakdown together with supporting data.

Cash Allowances

It is understood that Contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as may be acceptable to County. Contractor agrees that:

1. The allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

2. Contractor's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the contract price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate change order will be issued to reflect actual amounts due Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

Unit Price Work

Where the contract documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the contract documents. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Contractor will be made by County. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item. Except for items shown on the bid sheet or in the specifications as "contingency" items where no additional amounts will be allowable, where the quantity of any item of unit price work performed by Contractor differs more than 25 percent from the estimated quantity of such item indicated in the contract documents and there is no corresponding adjustment with respect to any other item of work, and if either party believes that it has incurred additional expense or reduced cost as a result thereof, either party may make a claim for an increase or decrease in the contract price if the parties are unable to agree as to the amount of any such increase or decrease.

Final Pay Quantities

When the estimated quantities for a specific portion of the work are designated on the plans as final pay quantities, said estimated quantities shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Engineer. If such dimensions are revised, and such revisions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the changes in the dimensions. The estimated quantities for such specific portion of the work shall be considered as approximate only and no guarantee is made that the quantities which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantities. No allowance will be made in the event that the quantities based on computations do not equal the estimated quantities.

When portions of an item have been designated on the plans as final pay quantities, portions not so designated will be measured and paid for in accordance with the applicable provisions of the Standard Specifications and Special Provisions.

In case of a discrepancy between the quantities shown on the plans as final pay quantities and the quantity of the same item shown in the Engineer's Estimate, payment will be based on the final pay quantities shown on the plans.

ARTICLE VII: PAYMENTS TO CONTRACTOR

Schedule of Values

The schedule of values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

Invoices

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Progress Payment

Once each month County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work. If, however, County reaches an agreement with Contractor to pay for materials and equipment not yet incorporated into the work due to some special circumstances, then Contractor must show that the materials or equipment were delivered and are suitably stored at the site or at another location agreed to in writing. In that event, the payment shall be based on a bill of sale, invoice or other documentation submitted by Contractor and warranting that County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter referred to as "liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which will be satisfactory to County. The amount of retention with respect to progress payments will be five percent (5%).

Amounts of Progress Payments

Prior to completion, progress payments will be in an amount equal to:

1. Ninety five percent (95%) of the work completed, and
2. Where applicable pursuant to the above, ninety percent (90%) of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
3. Thirty-five days after recording of the Notice of Completion but not later than 60 days after completion of the work as defined in Public Contract Code Section 7107, and upon Contractor providing all required documentation, County will pay an amount sufficient to increase total payments to Contractor to one hundred percent (100%) of the contract price, less such amounts as County shall determine in accordance with this contract. County reserves the right to retain such funds as it shall determine in accordance with the contract documents to complete the work.
4. The Contractor may elect to receive 100% of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

Contractor's Warranty of Title

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

Payment of Progress Payment

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Said payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

Pursuant to Public Contract Code Section 20104.50, if the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request it shall pay interest to Contractor at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. "Progress payment" for purposes of this paragraph includes all payments due Contractor except that portion of the final payment designated by the contract as retention earnings.

Also, pursuant to Public Contract Code Section 20104.50, each payment request shall be reviewed by County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. The number of days available to County to make a payment without incurring interest pursuant to Public Contract Code Section 20104.50 shall be reduced by the number of days by which County exceeds the seven (7) day return requirement. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the County.

County's Recommendation of Payment

By County's recommending any payment, Contractor cannot conclude that County represents that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work in the contract documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by County or County to withhold payment to Contractor.

County May Refuse to Make Payment

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

1. The work is defective, or completed work has been damaged requiring correction or replacement,
2. The contract price has been reduced by written amendment or change order,
3. Contractor has been required to correct defective work or complete work, or
4. Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

Completion and Final Inspection

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing giving the reasons therefor. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

Acceptance and Final Application for Payment

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, all as required by the contract documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. The final application for payment shall be accompanied by all documentation called for in the contract documents, together with complete and legally effective receipts, releases or waivers (satisfactory to County) from all subcontractors or material suppliers and an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, or if a stop notice has been filed, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

Final Payment

If, on the basis of County's review of the final application for payment and accompanying documentation, all as required by the contract documents, County is satisfied that Contractor's obligations under the contract documents have been fulfilled, County will, within seven (7) days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case Contractor shall make the necessary corrections and resubmit the application. Thirty-five days after presentation to County of the application and accompanying documentation, in appropriate form and substance, but no later than 60 days after completion of the project as defined in Public Contract Code Section 7107, or thirty-five (35) days after recording of a Notice of Completion, whichever date is later, the full retention will become due and will be paid by County to Contractor.

Delay in Completion Through No Fault of Contractor

If, through no fault of Contractor, final completion of the work is significantly delayed and if County so confirms, County shall, upon receipt of Contractor's final application for payment, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by County for work not fully completed or corrected is less than the retainage stipulated in the contract, and if the appropriate bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Contractor to County with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither the issuance of a certificate of substantial completion, nor any payment by County to Contractor under the contract documents, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a notice of acceptability, nor any correction of defective work by County will constitute an acceptance of work not in accordance with the contract documents or a release of Contractor's obligation to perform the work in accordance with the contract documents.

Waiver of Claims

The making and acceptance of final payment will constitute:

1. A waiver of all claims by County against Contractor, except claims arising from unsettled liens, or from defective work appearing after final inspection or from failure to comply with the contract documents or the terms of any special guarantees specified therein, or from any outstanding claims; however, it will not constitute a waiver by County of any rights in respect of Contractor's continuing obligations under the contract documents; and
2. A waiver of all claims by Contractor against County other than those previously made in writing and still unsettled.

Books of Account and Audit Provision

Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and

records shall be original entry books with a general ledger itemizing all debits and credits for the work on this contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed.

ARTICLE VIII: PRELIMINARY MATTERS

Delivery of Certificates of Insurance

Before any work at the site is started, Contractor shall deliver to County certificates (and other evidence of insurance requested by County) which Contractor is required to purchase and maintain in accordance with the insurance provisions herein.

Delivery of Bonds

When Contractor delivers the executed Agreements to County, Contractor shall also deliver to County the bonds required herein. Notwithstanding the language in bonds authorizing attorneys' fees to be awarded if suit is brought upon the bond, no attorneys' fees shall be payable for any other suit brought under this contract.

Pre-construction Conference

Within **7 days** after receipt of the notice to proceed, but before contractor starts the work at the site, a conference attended by Contractor and County and others as appropriate will be held to discuss schedules, procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the work.

Delivery of Schedules

Within **5 days** after receipt of written notice to proceed, Contractor shall submit to County for review:

1. An estimated progress schedule indicating the starting and completion dates of the various stages of the work;
2. A preliminary schedule of shop drawing submissions;
3. A preliminary schedule of product deliveries;
4. A preliminary schedule of values for all of the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by Contractor at the time of submission.

Finalizing Schedules

At least ten days before submission of the first application for payment a conference attended by Contractor, County and others as appropriate will be held to finalize schedules. The finalized progress schedule will be acceptable to County as providing an orderly progression of the work to completion within the contract time, but such acceptance will neither impose on County responsibility for the progress or scheduling of the work nor relieve Contractor from full responsibility therefor. The finalized schedule of shop drawing submissions will be acceptable to County as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to County as to form and substance.

Before Starting Construction

Contractor shall provide County with at least 72 hours written notice of the date on which it intends to commence work. Before undertaking each and every part of the work, Contractor shall carefully study and compare the contract

documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to County any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from County before proceeding with any work affected thereby; however, Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the contract documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.

Contractor's Representations

In order to induce County to enter into this agreement, Contractor makes the following representations:

1. Contractor has familiarized himself or herself with the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by County in the preparation of the drawings and specifications and which have been identified in the contract documents.
3. Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
5. Contractor has given County written notice of all conflicts, errors or discrepancies that have been discovered in the contract documents and the written resolution thereof by County is acceptable to Contractor.

ARTICLE IX: CHANGES IN THE WORK

County May Order Changes

Without invalidating this contract and without notice to any surety, County may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change order. Upon receipt of any such document, Contractor shall promptly forward any request for change in the contract price and, if instructed to do so, proceed with the work involved which will be performed under the applicable conditions of the contract documents (except as otherwise specifically provided).

Failure to Agree to a Price or Time Change; Claims

If County and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the contract price or an extension or shortening of the contract time that should be allowed, a claim may be made therefor but the work shall proceed if County so instructs.

No Change in Time or Price for Work Not Required

Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any work performed that is not required by the contract documents as amended, modified and supplemented except in the case of an emergency as set forth herein and except in the case of uncovering work for inspection or testing as set forth in this contract.

Changes in Time or Price

County and Contractor shall execute appropriate change orders (or written amendments) covering:

1. Changes in the work which are ordered by County or are agreed to by the parties;
2. Changes in the contract price or contract time which are agreed to by the parties; and
3. Changes in the contract price or contract time which embody the substance of any written decision rendered by County in response to a request therefor.

Notice to Sureties

If notice of any change affecting the general scope of the work or the provisions of the contract documents (including, but not limited to, contract price or contract time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable bond will be adjusted accordingly. Failure to give such notice shall not release the surety from its obligations to County.

ARTICLE X: CONTRACT DOCUMENTS

Intent

The contract documents comprise the entire agreement between County and Contractor concerning the work. The contract documents are complementary; what is called for by one is as binding as if called for by all. The contract documents will be construed in accordance with California law.

Contract Interpretation

It is the intent of the contract documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the contract documents. Any work, materials or equipment that may reasonably be inferred from the contract documents as being required to produce the intended results will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the contract documents) shall be effective to change the duties and responsibilities of County or Contractor, or any of their consultants, agents or employees from those set forth in the contract documents, nor shall it be effective to assign to County, or any of County's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of this contract. Clarifications and interpretations of the contract documents shall be issued by County.

Conflicts, Errors and Discrepancies

If during the performance of the work, Contractor finds a conflict, error or discrepancy in the contract documents, Contractor shall so report to County in writing at once and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from County.

Amending Contract Documents

The contract documents may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by change order. Contract price and contract time may only be changed by change order.

Supplementary Contract Documents

In addition to the above, the requirements of the contract documents may be supplemented, and minor variations and deviations in the work may be authorized in one or more of the following ways:

1. A field order,
2. County's approval of a shop drawing or sample, or
3. County's written interpretation or clarification.

Reuse of Documents

Neither contractor nor any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with County shall have or acquire any title to or ownership rights in any of the drawings, specifications or other documents (or copies of any thereof) prepared by or bearing the seal of County; and they shall not reuse any of them on extensions of the project or any other project without written consent of County and specific written verification or adaptation by County.

Contract Documents

The contract documents comprise the entire agreement between the parties and may be amended only by writing signed by both parties or by written change order. The contract documents shall include this contract, any general and special conditions, plans and specifications, bidding documents and addenda thereto, and all bids submitted by Contractor.

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

In the case of ambiguity or conflict, the documents shall be given the following priority:

1. Governing ranking of Contract parts in descending order is:
 - 1.1. Contract
 - 1.2. Instructions to Bidders, including addendums
 - 1.3. Project Special Provisions
 - 1.4. Project plans
 - 1.5. Revised standard specifications
 - 1.6. Standard specifications
 - 1.7. Revised standard plans
 - 1.8. Standard plans
 - 1.9. Supplemental project information
 - 1.10. Nevada County Road Standards and Nevada County Standard Road Drawings
2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, submit an RFI.

ARTICLE XI: THE PROJECT SITE

Availability of Lands

County shall furnish, as indicated in the contract documents, the lands upon which the work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and

paid for by County, unless otherwise provided in the contract documents. If Contractor believes that any delay in County's furnishing these lands, rights-of-way or easements entitles Contractor to an extension of the contract time, Contractor may make a claim therefor as provided for herein. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions

If the contract documents identify those reports of explorations and tests of subsurface conditions at the site that have been utilized by County in preparation of the contract documents, Contractor may rely upon the accuracy of the factual data contained in such reports but not upon interpretations or opinions contained therein or for the completeness or representativeness thereof for Contractor's purposes. If construction drawings of physical conditions in or relating to existing surface and subsurface structures (except underground facilities discussed below) at or contiguous to the site have been utilized by County in preparation of the contract documents, Contractor may rely upon the accuracy of the factual data contained in such drawings but not the completeness thereof for Contractor's purposes. If Contractor believes that any factual data on which Contractor is entitled to rely is inaccurate, or any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the contract documents, Contractor shall, promptly after becoming aware thereof and before performing any work in connection therewith (except in an emergency as permitted herein), notify County in writing about the inaccuracy or difference. Failure to notify County promptly shall relieve County of any liability for any and all claims resulting from such inaccuracy or difference.

County's Review

County will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise Contractor in writing of County's findings and conclusions.

Possible Document Change

If County concludes that there is a material error in the contract documents or that because of newly discovered conditions a change in the contract documents is required, a change order will be issued in writing as provided to reflect and document the consequences of the inaccuracy or difference.

Possible Price and Time Adjustments

In each case of inaccuracy or difference, an increase or decrease in the contract price or an extension or shortening of the contract time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If County and Contractor are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in the contract documents.

Physical Conditions - Underground Facilities

The information and data shown or indicated in the contract documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to County by the owners of such underground facilities or by others. Generally service connections are not indicated on drawings. Unless it is otherwise expressly provided:

1. County shall not be responsible for the accuracy or completeness of any such information or data; and,
2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground facilities shown or indicated in the contract documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the contract price.
3. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the contract documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any work affected thereby (except in an emergency as permitted by this contract), identify the owner of such underground facility and give written notice thereof to that owner and to County. County will review the underground facility to determine the extent to which the contract documents should be modified to reflect and document the consequences of the existence of the underground facility, and the contract documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such underground facility as provided herein. Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, to the extent that they are attributable to the

existence of any underground facility that was not shown or indicated in the contract documents and which Contractor could not reasonably have been expected to be aware of and will not be assessed liquidated damages pursuant to Government Code Section 4215. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in these contract documents.

Preservation of Property

Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs, and other plants that are not to be removed. Roadside trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the project shall be protected from injury or damage, and if ordered by County, the Contractor shall provide and install suitable safeguards, approved by County, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. County may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Reference Points

County shall establish one or more horizontal and vertical reference points for construction which in County's judgment are necessary to enable Contractor to proceed with the work or as provided in the contract documents. County shall set any other stakes or marks which it deems necessary to establish the lines and grades required for the completion of the work unless the Special Provisions require that the Contractor is responsible for laying out the work. Contractor shall notify the County when Contractor requires staking, in writing a reasonable time in advance of such requirement. In no event shall Contractor give less than two working days notice of such requirement. Contractor shall protect and preserve the established reference points, stakes and marks and shall make no changes or relocations without the prior written approval of County. Contractor shall report to County whenever any reference point, stake or mark is lost or destroyed or requires relocation because of necessary changes in grades or locations. Contractor will be charged for the cost of relocation or replacement if the need therefor arises due to Contractor's acts.

Power

The Contractor shall provide, at no additional cost to the County, all construction power used at the project site and shall make all arrangements with the electrical utility and with the County for power takeoff points, voltage and phasing requirements, transformers, and metering and shall pay all costs and fees arising therefrom. It shall be the Contractor's responsibility to provide all special connections required for the work.

Water

The Contractor shall provide the water needed for the work, including potable water, construction water, and water for testing purposes.

Sanitary Facilities

The Contractor shall make arrangements for use of adequate toilet facilities at or near the site of work. Such facilities shall be subject to the acceptance of the County as to location and type. The Contractor shall maintain the sanitary facilities in acceptable condition from the beginning of the work until completion and shall remove the facilities and disinfect the premises.

ARTICLE XII: PAYMENT AND PERFORMANCE BONDS

Bonds to be Provided

The Contractor shall furnish two bonds each in the amount of one hundred (100%) percent of the contract price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The bonds shall be issued by

a corporation duly and legally licensed to transact surety business in the State of California. The payment bond shall remain in force throughout the period required to complete the work and for 35 days after the recording of the Notice of Completion. The performance bond shall remain in force for a period of 365 days after final acceptance of the work to cover any defects in workmanship, materials, or equipment which develop in that time. The bonds must be executed by a duly licensed surety company and accompanied by a certified copy of the authority to act. The scope of the bonds or the forms thereof shall in no way affect or alter the liabilities of the Contractor to County. Bonds shall be executed on the forms included in the contract documents.

Insolvency or Termination of Right to Do Business

If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in California, Contractor shall within five days thereafter substitute another bond and surety, both of which must be acceptable to County. If an acceptable substitute is not furnished within five days, County may terminate Contractor.

ARTICLE XIII: CONTRACTOR LIABILITY AND INSURANCE

Liability of Contractor

The Contractor shall be liable for all damages and injury which shall be caused to County or any other owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this contract. Contractor agrees to hold County harmless and indemnify County for any such losses.

Contractor's Liability Insurance

Contractor shall purchase and maintain commercial general liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
6. Claims arising out of operation of laws or regulations for damages because of bodily injury or death of any person or for damage to property; and
7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

To the extent that Contractor's work, or work under Contractor's direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The insurance required by this paragraph shall be "per occurrence" coverage and shall include the specific coverages and be written for not less than the limits of liability and coverages provided herein, or required by law, whichever is greater. The commercial general liability insurance shall include completed operations insurance. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish County with evidence of continuation of such insurance at final payment. If Contractor's insurance is canceled prior to completion of the project and the Contractor does not furnish a new Certificate of Insurance prior to cancellation, County may obtain the required insurance and deduct the premium from contract moneys due the Contractor.

At the option of Contractor, evidence of coverage and limits may be furnished by an umbrella liability policy certificate in addition to certificates for worker's compensation and employer's liability, and comprehensive automobile and general liability policies.

Contractual Liability Insurance

The commercial general liability insurance required above will include contractual liability insurance applicable to Contractor's obligations hereunder.

Property Insurance

Unless otherwise specifically provided, Contractor shall purchase and maintain property insurance (builder's risk) upon the work or equipment and supplies stored at the site to the full insurable value thereof (subject to such deductible amounts as may be agreed upon or required by laws and regulations.) This insurance shall include the interests of County and its agents, Contractor and subcontractors in the work. County shall be listed as an additional insured party. Said policy shall insure against the perils of fire, extended coverage, testing and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided herein, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

Amount of Property Insurance

Said insurance shall be on a "per occurrence" basis for the full value of the work and supplies and equipment stored or used in connection with the project and shall include vandalism and malicious mischief endorsement. Special consent of County shall be required prior to use of "claims made" coverage.

Schedule of Required Insurance

1. Worker's Compensation Insurance: Statutory amount and employer's liability of **\$1,000,000**.
2. Contractor's Commercial General Liability Insurance (bodily injury, property damage and including contractual liability insurance, completed operations and products liability insurance): **\$2,000,000**.
3. Comprehensive Business or Commercial Automobile Liability Coverage (bodily injury liability, property damage liability, uninsured motorist protection and including non-owned and hired automobile liability): **\$2,000,000**.

Nevada County shall be named as additional insured on all insurance policies. Contractor shall provide proof of insurance required in this contract evidenced by certificates of insurance and endorsements.

Notice Requirement

All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the Contractor shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to County by registered mail.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be fully disclosed by Contractor and approved by County prior to commencement of work. At County's option, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officials and employees, or Contractor shall provide a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Risk of Loss

Liability for loss or damage to equipment, materials, workmanship or services occurring on or off the site shall be the responsibility of the Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete. County will not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor, subcontractors or others in the work. The risk of loss will be borne by Contractor, subcontractor or others suffering any such loss and if any of them wishes property insurance coverage in addition to insurance required herein, each may purchase and maintain it at the purchaser's own expense.

Waiver of Rights

Contractor waives all rights against County and its agents for all losses and damages caused by any of the perils covered by the policies of insurance provided for above and any other property insurance applicable to the work, and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between Contractor and a subcontractor will contain similar waiver provisions by the subcontractor in favor of County and its agents and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by County as trustee or otherwise payable under any policy so issued.

No Right of Recovery

County and Contractor intend that any policies provided as set forth herein shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Any insurance or self-insurance maintained by County shall be in excess of Contractor's insurance and shall not contribute to it.

Receipt and Application of Proceeds

Any insured loss under the policies of insurance required herein will be adjusted with County and made payable to County as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. County shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the moneys so received applied on account thereof and the work and the cost thereof covered by an appropriate change order or written amendment.

County's Duties as Trustee

County as trustee shall have power to adjust and settle any loss with the insurers.

Acceptance of Insurance

If County has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the contract documents, County shall notify Contractor in writing thereof and Contractor shall immediately provide proof of the proper coverage. Contractor shall provide to County such additional information in respect of insurance provided by it as County may reasonably request. County may at its option waive any type of insurance required herein which County in its discretion deems to be inapplicable to the type of project being constructed. Any such waiver shall be in writing by the County Administrator.

Verification of Coverage

Contractor shall furnish County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by County and are to be received and approved by County before work commences.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE XIV: MATERIALS AND EQUIPMENT

Material and Equipment

Unless otherwise specified, Contractor shall furnish and assume full responsibility and risk of loss for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.

Quality of Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the contract documents. If required by County, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. Contractor may be required to show that materials and/or equipment will be available in sufficient quantity or time so as to assure top quality performance of the contract. All

materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the contract documents; but no provision of any such instructions will be effective to assign to County, or any of County's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of this contract.

Storage of Materials and Equipment

Materials and equipment shall be stored where specified by County and so as to insure the preservation of their quality and fitness for the work. Stored equipment and materials shall be located so as to facilitate inspection. The Contractor shall be responsible for all damages that occur to materials and equipment until the completion and final acceptance of the work by the County.

Substitute Items

Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted in advance by Contractor to allow County to determine that the material or equipment proposed is equivalent or equal to that named.

The procedure for review by County will include the following: requirements for review of substitute items of material and equipment or modification or alteration of the design of any material or equipment or portion of the work will not be accepted by County from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment or modification or alteration of the design of any material or equipment or portion of the work, Contractor shall make written application to County for acceptance thereof, certifying that the proposed substitute or modification or alteration will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of completion on time, whether or not acceptance of the substitute or design modification or alteration for use in the work will require a change in any of the contract documents (or in the provisions of any other direct contract with County for work on the project) to adapt the design to the proposed substitute or design modification or alteration and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute or design modification or alteration from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated, where necessary. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute or design modification or alteration, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by County in evaluating the proposed substitute or design modification or alteration. County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute or design modification or alteration. County will be allowed a reasonable time within which to evaluate each proposed substitute or design modification or alteration. County will be the sole judge of acceptability, and no substitute or design modification or alteration will be ordered, installed or utilized without County's prior written acceptance which will be evidenced by either a change order or an accepted shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute or design modification or alteration. Contractor shall pay all costs for redesign required by the implementation of the proposed substitute.

Operating and Maintenance Instructions and Manufacturer's Warranties

Before receiving payment for more than 60 percent of the purchase value of any equipment and prior to installation of said equipment, the Contractor shall deliver to County acceptable manufacturer's operating and maintenance instructions covering each item of equipment assembly provided under this contract and each and every warranty provided by the manufacturer. Manufacturers' standard brochures or manuals will be modified to reflect only that model or series of equipment installed on this project. All extraneous material will be crossed out or otherwise altered as acceptable to County.

The operating and maintenance instructions shall include, as a minimum, the following data for each item of mechanical, electrical, and instrumentation equipment:

1. An itemized list of all data provided.

2. Name and location of the manufacturer, the manufacturer's local representative, the nearest supplier and spare parts warehouse.
3. Accepted submittal information applicable to operation and maintenance.
4. Recommended installation, adjustment, start up, calibration, and troubleshooting procedures.
5. Recommended lubrication and an estimate of yearly quantity needed.
6. Recommended step-by-step procedures for all modes of operation.
7. Complete internal and connection wiring diagrams.
8. Recommended preventive maintenance procedures and schedule.
9. Complete parts lists, by generic title and identification number, with exploded view of each assembly.
10. Recommended spare parts.
11. Disassembly, overhaul, and re-assembly instructions.
12. Complete, as applicable, operating and maintenance instructions, transmittal forms and summary sheets.
13. Nameplate data for all equipment supplied, including make, model and serial numbers, type and motor data together with designation and location of equipment.

Before final acceptance of the project, the Contractor shall bind all of the above in an appropriately labeled binder. Each completed binder shall contain only that material which can be held in a non-expanded position. A complete table of contents listing all items and their location in the set shall be included in each binder. For ready reference, the Contractor shall compile a complete list of manufacturer's local representatives for each item provided. In addition to withholding payment where Contractor fails to provide County with manufacturer's warranties, Contractor shall also be deemed to have personally warranted the equipment to the same extent as the manufacturer's warranty on the equipment.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if to the actual knowledge of County its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the contract documents. Contractor shall indemnify and hold harmless County and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Contractor's Equipment

The Contractor shall identify each piece of Contractor's equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to County a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

The make, model, serial number and manufacturer's rated capacity for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated and marked. Upon request of County, the Contractor shall furnish a statement by the manufacturer, designating sectional and weighbridge capacities of portable vehicle scales.

ARTICLE XV: PLANS AND SPECIFICATIONS

Interpretation of Plans, Specifications and Drawings

The plans, specifications and the drawings are intended to be explanatory of each other. Any work indicated on the drawings and not in the plans or specifications, or vice versa, shall be executed as if indicated in both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract. As the figured dimensions shown on

the drawings and in the specifications of the contract may not in every case agree with scale dimensions, the figured dimensions shall be followed in preference to the scaled dimensions. Should it appear that the work to be done, or any of the matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to County for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof. In the event of any doubt or question arising respecting the true meanings of the plans, specifications or drawings, the decision of County shall be final and conclusive.

Where for convenience the specifications are arranged by job classification or divided into various sections, it is to be understood this separation is for the convenience of all parties involved and is not to be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between Contractor and its subcontractors during both the bidding and construction phase; i.e., all work shown, specified, implied or necessary for the completion of each trade's work, as well as for the proper completion of the project as a whole shall be coordinated by Contractor and the subcontractors during bidding and construction and shall be provided in this contract.

Ownership

All plans and specifications shall remain the property of County and shall be returned to County before the final certificate will be issued.

Handicapped Access

Where applicable, it is the County's intent for all features on the plans and specifications to conform to applicable regulations for the accommodation of physically handicapped persons in buildings and facilities used by the public.

ARTICLE XVI: SHOP DRAWINGS AND SAMPLES

Shop Drawings

After checking and verifying all field measurements and after complying with applicable procedures herein, Contractor shall submit to County for review and acceptance in accordance with the accepted schedule of shop drawing submissions or other appropriate action if so indicated herein, the number of copies specified of all shop drawings, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission. All submissions will be identified as County may require. Such drawings shall be approved by County before any work involving the drawings is performed. The data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable County to review the information as required.

Samples

Contractor shall also submit to County for review and acceptance with such promptness as to cause no delay in work, all samples required by the contract documents or as requested by County. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the contract documents with respect to the review of the submission and will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

Contractor's Review

Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the contract documents.

Notice of Variation

At the time of each submission, Contractor shall give County specific written notice of each variation that the shop drawings or samples may have from the requirements of the contract documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Engineer for review and acceptance of each such variation.

County's Review

County will review and accept with reasonable promptness shop drawings and samples, but County's review and acceptance will be only for conformance with the design concept of the project and for compliance with the information given in the contract documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. Within a reasonable time after receipt of drawings or samples, County will return marked up copies indicating one of the following four actions:

1. If review and checking indicates no exceptions, copies will be returned marked "NO EXCEPTIONS TAKEN" and work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
2. If review and checking indicates limited corrections are required, copies will be returned marked "MAKE CORRECTIONS NOTED" and work may begin immediately on incorporating the material and equipment covered by the submittal into the work.
3. If review and checking indicates insufficient or incorrect data has been submitted, copies will be returned marked "AMEND AND RESUBMIT". No work may begin on incorporating the material and equipment covered by this submittal into the work until the submittal is revised, resubmitted, and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".
4. If review and checking indicates the material and equipment submittal is unacceptable, copies will be returned marked "REJECTED". No work may begin on incorporating the material and equipment covered by this submittal into the work until a new submittal is made and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED".

Contractor shall direct specific attention in writing to revisions other than the corrections called for by County on previous submittals. The Contractor may authorize material or equipment supplier to deal directly with County with regard to such submittals; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Submittals on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates checking or review of the group or "package" as a whole.

Contractor's Responsibility for Variation

County's review of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the contract documents unless Contractor has in writing called County's attention to each such variation at the time of submission and County has given written acceptance of each such variation by a specific written notation thereof incorporated in or accompanying the shop drawing or sample review nor will any review by County relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions above.

Work Performed Prior to Shop Drawing or Sample Review

Where a shop drawing or sample is required by the specifications, any related work performed prior to County's review of the pertinent submission will be the sole expense and responsibility of Contractor.

ARTICLE XVII: SUBCONTRACTORS, SUPPLIERS AND OTHERS

Objectionable Parties

Contractor shall not employ any subcontractor, supplier or other person or organization, whether initially or as a substitute, against whom County may have reasonable objection. Contractor shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the work against whom Contractor has reasonable objection. If the contract documents require the identity of certain subcontractors, suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to County in advance for acceptance by County and if Contractor has submitted a list thereof in accordance with the contract documents, County's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the contract documents) of any such subcontractor, supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable

substitute, the contract price will be increased by the difference in the cost occasioned by such substitution and an appropriate change order will be issued. No acceptance by County of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of County to reject defective work. The Contractor may not change any subcontractors listed on its bid without written approval from County after a determination that the requirements of Public Contracts Code Section 4107 have been met.

Responsibility for Subcontractors

Contractor shall be fully responsible to County for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing any of the work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the contract documents shall create any contractual relationship between County and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. County may furnish to any subcontractor or other person or organization, to the extent practical, evidence of amounts paid the Contractor on account of specific work done.

Division of Work

The divisions and sections of the specifications and the identifications of any drawings shall not control Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

Subcontracts

All work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the contract documents for the benefit of County and contains waiver provisions as required herein. Contractor shall pay each subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to this Contract.

ARTICLE XVIII: PERFORMANCE OF THE WORK

Supervision

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the finished work complies accurately with the contract documents.

Superintendence

Contractor shall keep on the work at all times during its progress a competent resident superintendent, acceptable to County, who shall not be replaced without written notice to County except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor. When work is not in progress and during periods when work is suspended, arrangements acceptable to County shall be made for emergencies. If the superintendent is not present, County shall give direction to the next in command and said direction shall be binding.

Personnel

Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without County's written consent given after prior written notice to County.

Order of Work

If a sequence or procedure is specified in the Special Provisions or plans for the project, Contractor shall be required to follow the sequence or procedure specified. The price for compliance with a specified sequence or procedure will be considered as part of the bid price and no extra amounts will be allowed therefor.

Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and other persons and organizations who may be affected thereby;
2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to herein caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and County has issued a notice to County and Contractor that the work is acceptable.

The Contractor shall at all times so conduct the work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of County and other governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and private and public driveways, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

The Contractor shall leave a night emergency telephone number or numbers with the local law enforcement office, so that contact may be made easily at all times in case of trouble or emergencies. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance shall be prominently displayed adjacent to all telephones.

Any lighting fixtures shall be installed, mounted and directed in a manner precluding glare to approaching traffic.

Detours

Where detours are necessary, Contractor shall construct and remove detours as provided in the Special Provisions, or as shown on the plans, or as directed by County. The failure or refusal of Contractor to construct and maintain detours at the required time shall be sufficient cause for closing down the work until remedied. The cost of the detours shall be considered a part of the contract price or as included in other items of work as noted in the Special Provisions and no extra amounts shall be paid therefor.

Safety Representative

Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to County.

Vehicle Code

Pursuant to the authority contained in Vehicle Code Section 591, County has determined that within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply. The lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Weight Limitations," the weight limitation requirements contained in Division 15.

Attention is directed to the statement in said Section 591 that this section shall not relieve Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

Any other requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code which County, pursuant to the authority contained in Vehicle Code Section 591, will require compliance with, will be set forth in the Special Provisions.

Trench Safety

Attention is directed to the provisions of Section 6705 of the Labor Code of the State of California.

Excavation for any trench 5 feet or more in depth shall not begin until the Contractor has submitted to County the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not use shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

In addition, the Contractor shall obtain, pay for, and comply with all provisions of the permit required by Section 6500 of the California Occupational Safety and Health Act of 1973.

Notice Prior to Trenching

Where trenching is required, Contractor shall, pursuant to Public Contracts Code Section 7104, promptly, and before the following conditions are disturbed, notify County, in writing of any:

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

Upon receipt of such notice, County shall, as required by Public Contracts Code Section 7104, promptly investigate the conditions. If County finds the conditions do materially so differ, or do involve hazardous waste, and would require a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, County shall issue a change order under the procedures described in this Contract. In the event that a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the cost or time required for performance, Contractor will not be excused from the scheduled completion date but shall proceed with all work to be performed. Contractor shall retain its rights to file a claim as set forth herein.

Alcoholic Beverages

Absolutely no alcoholic beverages shall be permitted on the job site.

Emergencies

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice as soon as possible thereafter. If County determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order will be issued to document the consequences of the changes or variations.

Warranty and Guarantee

Unless the plans and/or specifications require a longer period for any warranted item, Contractor warrants all of the work completed under this contract by Contractor for a period of one year from the date of final completion. Said warranty includes the guarantee that all work is completed in accordance with the contract documents and that the work is not defective in any way and is fit for its intended use. Work not conforming to the plans and specifications shall be considered defective. If within the warranty period any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work or remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective work corrected or removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. Nothing in this paragraph shall serve as a waiver of the statute of limitations for breach of contract or latent defects.

Environmental and Toxics Warranty

Contractor warrants that no asbestos-containing materials, no PCB-containing fixtures or equipment or other toxic or hazardous materials or equipment other than what is contained in standard building materials were installed on this project without County's express written consent. Contractor further warrants that no asbestos-containing materials, PCB-containing fixtures or equipment or other toxic or hazardous materials were discovered during construction of this project which were not disclosed to County in writing.

Contractor also warrants that its operations during the project were not in violation of any applicable federal, state or local environmental law or regulation dealing with hazardous materials or toxic substances, and no notice from any governmental body has been given to Contractor claiming any such violation or calling attention to the need for any work, repairs, construction, or installation or in connection with the project in order to comply with such laws with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide County with copies thereof.

This warranty shall survive completion of the project, and Contractor shall indemnify County for any breach thereof.

Access to Work

County's representatives, testing agencies and governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.

County May Stop the Work

If Contractor fails to conform with the contract documents, if the work is defective, if the work is being carried out in an unsafe manner, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the work in such a way that the completed work will conform to the contract documents, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Alternative Methods of Construction

Whenever the plans or specifications provide that more than one specified method of construction or more than one specified type of material or construction equipment may be used to perform portions of the work and leave the selection of the method of construction or the type of material or equipment to be used up to the Contractor, it is understood that County does not guarantee that every such method of construction or type of material or equipment can be used successfully throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives are not feasible or it is necessary to use more than one of the alternatives on any project, full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefor.

Correction or Removal of Defective Work

If required by County, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by County, remove it from the site and replace it with non-defective work. Contractor shall bear all direct, indirect and consequential costs of such correction or

removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made thereby.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective work, County prefers to accept it, County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to County's evaluation of and determination to accept such defective work (such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to final payment, a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work; and County shall be entitled to an appropriate decrease in the contract price, and, if the parties are unable to agree as to the amount thereof, County may make a claim therefor as provided in this Contract. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to County. No acceptance of defective work shall occur without an express written acknowledgment by County that work described therein is defective and that County is electing to proceed under this clause. No acceptance of defective work may be inferred from any actions by County staff or its agents.

County May Correct Defective Work

If Contractor fails within a reasonable time after written notice of County to proceed to correct and to correct defective work or to remove and replace rejected work as required by County in accordance with the above, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any other provision of the contract documents, County may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph County shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from all or part of the site, take possession of all or part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, County's representatives, agents and employees such access to the site as may be necessary to enable County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of County in exercising such rights and remedies will be charged against Contractor, and a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work; and County shall be entitled to an appropriate decrease in the contract price, and, if the parties are unable to agree as to the amount thereof, County may make a claim therefor as provided in this Contract. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Adjusting Progress Schedule

Contractor shall submit to County for acceptance adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the general requirements applicable thereto.

Substitute Method of Construction

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to County, if Contractor submits sufficient information to allow County to determine that the substitute proposed is equivalent to that indicated or required by the contract documents. The procedure for review by County will be similar to that provided in the paragraph regarding substitution of materials or equipment. No extension of time or extra compensation will be paid to the Contractor by virtue of County's accepting a substitute method of construction.

Suggestions to Contractor

Any plan or method of work suggested by County to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and County shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work. Acceptance by the Contractor of any plan or

method of work or change suggested by County shall not relieve the Contractor from any other requirements or provisions of the contract.

Permits

Unless otherwise provided for herein, Contractor shall obtain and pay for all construction permits and licenses necessary or incidental to the work. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening of bids. County shall pay all charges of utility connections to the work.

Laws and Regulations

Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable laws and regulations, County shall not be responsible for monitoring Contractor's compliance with any laws or regulations. If Contractor observes that the specifications or drawings are at variance with any laws or regulations, Contractor shall give County prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated herein. If Contractor performs any work knowing or having reason to know that it is contrary to such laws or regulations, and without such notice to County, Contractor shall bear all costs, damages, fines or penalties, arising therefrom.

Taxes

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

Use of Premises

Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the contract documents and other land and areas permitted by laws and regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the work. Should any claim be made against County by any such owner or occupant because of the performance of the work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. Contractor shall, to the fullest extent permitted by laws and regulations, indemnify and hold County harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against County to the extent based on a claim arising out of Contractor's performance of the work.

Fences which cross, abut, or are on easements shall at all times be maintained by the Contractor in a condition which provides the functional purpose of the fence. Temporary fencing of the construction area will be permitted and temporary fencing shall provide the same functional purpose as existing fencing. Unless otherwise indicated, all improvements within easements shall be restored to conditions that existed prior to the start of work.

Before final acceptance of the work the Contractor shall obtain a written statement of release from each property owner that granted an easement for the work. Release statement shall indicate the property owner's acceptance of the site conditions as restored by the Contractor. The County may waive said written releases where a property owner refuses to sign same but only upon making a determination that there is no work to be completed with respect to said property.

Site Clean-Up

During the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original condition all property not designated for alteration by the contract documents.

The Contractor is advised that the final cleanup of the project shall be done with meticulous care and that the County expects all ductwork, cubicles, cabinets, motor control centers, control panels, rooms, and enclosures to be thoroughly vacuum cleaned and dust-free prior to acceptance of the work.

Protection of Structures

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Restoration of Structures

The Contractor shall remove such existing structures or monuments as may be necessary for the performance of the work and, if required, shall rebuild the structures or monuments thus removed in as good a condition as found. Contractor shall also repair all existing structures or monuments which may be damaged as a result of the work under this contract.

All curbs, gutters, driveways, sidewalks, and similar structures that are damaged by the installation of the work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind of material with the same finish and in not less than the same dimensions as the original work. All concrete shall be as set forth in the specifications, or as required by County if not so specified. Repairs shall be made by removing and replacing the entire portions between joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements as nearly as possible.

All road and streets where the surface is removed, broken or damaged, or in which the ground has caved or settled due to work under this contract, shall be completely resurfaced and brought to the original grade and crown section unless otherwise indicated. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of any loose material. All cultivated areas, lawns, and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original conditions.

Drainage

Existing drainage facilities shall be maintained throughout the contract time to provide the flow capacities available before commencing work. Drainage conduits shall not be broken, removed, or otherwise interfered with, without permission of the responsible agency.

Where construction requires blocking the flow, flows shall be bypassed as necessary. Stream crossings, blockages, and bypassing shall be accomplished in such a manner as to avoid degradation of downstream water quality. Particular attention shall be given to the avoidance of siltation.

Environmental Control

The Contractor shall not pollute the construction site or any drainage course or its tributary inlets with fuels, oils, bitumens, acids, insecticides, herbicides or other harmful materials. The Contractor shall comply with all applicable Federal, State, County and municipal laws concerning pollution of waterways. Contractor shall submit a plan for preventing such occurrences if required by County. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, from spilling and entering public waters.

Where the Contractor is required to connect or otherwise work around existing lines carrying sewage or process wastes, Contractor shall perform the work to prevent the spill of sewage and insure the delivery of sewage to the treatment plants. Where the Contractor chooses to provide temporary pumping of sewage, Contractor shall first have the pumping facilities approved by County and shall provide 100 percent standby equipment on 24-hour basis.

The Contractor shall provide the means for preventing or lessening all dust nuisances and damages. Such means shall consist of applying water, dust palliative, or both all in accordance with local ordinances and regulations or as directed by County.

Record Documents

Contractor shall maintain in a safe place at the site one record copy of all drawings, plans, specifications, addenda, change orders, field orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart

of all accepted shop drawings will be available to County for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to County.

As-Built Drawings

The Contractor shall also maintain a neatly marked set of record drawings showing the final locations and layout of all mechanical, electrical, and instrument equipment; piping and conduit, structures, and other facilities. Drawings shall be kept current weekly, with all field instructions and change orders; mechanical, electrical, and instrumentation equipment accommodations; and construction adjustment. Drawings shall be subject to the inspection of the County at all times and progress payments may be withheld if drawings are not current. At the final inspection the Contractor shall submit to County all as-built drawings. Drawings shall be stamped "AS-BUILT", dated and signed by the Contractor. The work will not be formally accepted until as-built drawings are accepted by County.

Continuing the Work

Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with County. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted specifically herein or as Contractor and County may otherwise agree in writing.

Indemnification

To the fullest extent permitted by laws and regulations, Contractor shall indemnify, defend and hold harmless County and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The Contractor's indemnification obligation shall apply whether or not the act giving rise to such claims, damages, losses and expenses is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

Statutory Limitations

In any and all claims against County or any of its consultants, agents or employees by any employee of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such subcontractor or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Related Work at Site

County may perform other work related to the project at the site by County's own forces, have other work performed by utility companies or let other direct contracts therefor which shall contain conditions similar to these. If the fact that such other work is to be performed was not noted in the contract documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided for herein. Any difference or conflict arising between the Contractor and any other Contractor employed by County, or between the Contractor and the workers of County with regard to their work, shall be submitted to County and the Contractor shall abide by County's decision in the matter. If the work of the Contractor is delayed because of any facts or omissions of any other Contractor or of County, the Contractor shall on that account have no claim against County other than for an extension of time.

Access to Site

Contractor shall afford each utility company or district and other contractor who is a party to such a direct contract (or County, if County is performing the additional work with County's employees) proper and safe access to the site

and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. Contractor shall do all cutting, fitting and patching of the work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of County and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility companies or districts and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between County and such utility companies or districts and other contractors.

Acceptance of Work by Others

If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility company or district (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsafe for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or nonapparent defects and deficiencies in the other work.

ARTICLE XIX: TESTS AND INSPECTIONS

Tests and Inspections Required by Laws or Regulations

If laws or regulations of any public body having jurisdiction require any work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing, approval or compliance. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with County's acceptance of a supplier of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the work. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by County (unless otherwise specified). Contractor must utilize materials and equipment which are available for inspection at the plant or at the point of distribution in California in the case of foreign materials or equipment.

Other Inspections and Tests

All inspections, tests or acceptances other than those required by laws and regulations of any public body having jurisdiction shall be performed by organizations acceptable to County.

General Requirements

All materials, equipment, installation, and workmanship included in this contract, if so required by County, shall be tested and inspected to prove compliance with the contract requirements. Installed leakage tests and other piping tests shall be as specified in the technical provisions of these specifications.

No tests specified herein shall be applied until the item to be tested has been inspected and approval given for the application of such test. Contractor shall give County timely notice of readiness of the work for all required inspections, tests or approvals.

Tests and inspections shall include:

1. The delivery acceptance test and inspections.
2. The installed tests and inspections of items as installed.

Tests and inspections, unless otherwise specified or accepted, shall be in accordance with the recognized standards of the industry.

The form of evidence of satisfactory fulfillment of delivery acceptance test and of installed test and inspection requirements shall be, at the discretion of County, either by tests and inspections carried out in County's presence or by certificates or reports of tests and inspections carried out by approved persons or organizations. The Contractor shall provide and use forms which include all test information and are acceptable in content to County.

Certificates of Compliance

A Certificate of Compliance shall be furnished prior to the use of any materials for which the specifications or the Special Provisions require that such a certificate be furnished. In addition, when so authorized in the specifications or in the Special Provisions, the County may permit the use of certain materials or assemblies prior to sampling and

testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications and any such material not conforming to such requirements will be subject to rejection whether in place or not.

County reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by County.

Delivery Acceptance Tests and Inspection

The delivery acceptance tests and inspection shall be at the Contractor's expense for any materials or equipment specified herein and shall include the following:

1. Test of items during the process of manufacture and/or on completion of manufacture, comprising material tests, hydraulic pressure tests, electric tests, performance and operating tests and inspections in accordance with the relevant standards of the industry and more particularly as detailed in individual clauses of these specifications to satisfy County that the items tested and inspected comply with the requirements of this contract. Tests required, other than those specified, will be in accordance with the contract specifications.
2. Inspection of all items delivered at the site in order that County may be satisfied that such items are of the specified quality and workmanship and are in good order and condition at the time of delivery.

Installed Tests and Inspection

All equipment shall be tested by the Contractor to the satisfaction of County before any facility is put into operation. Tests shall be as specified herein and shall be made to determine whether the equipment has been properly assembled, aligned, adjusted and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Contractor as part of the work.

At least 30 days before the time allowed in the construction schedule for commencing testing and start up procedures, the Contractor shall submit to County, details of the procedures Contractor proposes to adopt for testing and startup of all mechanical and electrical equipment to be operated singly and together, excepting when such procedures have been covered in the specifications. Such tests shall be conducted using potable water where water is required for such testing. The water required for such tests shall be provided by the Contractor.

During the testing of equipment, the Contractor shall make available experienced factory trained representatives of the manufacturers of all the various pieces of equipment, or other qualified persons who shall instruct County's personnel in the operation and care thereof. Instruction shall include step-by-step troubleshooting procedures with all necessary test equipment. All manufacturer's instructions shall be provided in writing.

If, under test, any portion of the work shall fail to fulfill the contract requirements and is altered, renewed or replaced, tests on that portion when so altered, removed or replace, together with all other portions of the work as are affected thereby, shall, if so required by County, be repeated within reasonable time and in accordance with the specified conditions, and the Contractor shall pay to County all reasonable expenses incurred by County as a result of the carrying out of such tests.

Where, in the case of an otherwise satisfactory installed test, any doubt, dispute or difference should arise between County and the Contractor regarding the test results or methods or equipment using in the carrying out by the Contractor of such test, then County may order the test to be repeated. If the repeat test, using such modified methods or equipment as County may require, substantially confirms the previous test then costs in connection with the repeat test will be paid by County, otherwise the costs shall be borne by the Contractor. Where the results of any installed test fail to comply with the contract requirements for such test then such repeat tests as may be necessary to achieve the contract requirements shall be made by the Contractor at Contractor's own expense.

Quality Control

County will perform testing for the following as the County deems necessary:

1. Soils compaction control

2. Cast-in-place concrete control
3. Aggregate base rock
4. Portland Cement concrete
5. Asphalt concrete
6. Other materials and work incorporated in project

The Contractor shall pay for testing of those samples which fail to meet acceptable standards.

The Contractor shall provide services of a qualified testing laboratory to perform testing for all other work including but not limited to:

1. Concrete mix design
2. Asphalt concrete mix design

The testing laboratory selected by the Contractor is subject to County's approval. The laboratory shall cooperate with Contractor and County and provide qualified personnel promptly on notice, perform specified inspections, sampling and testing of materials as needed to comply with specified standards, and ascertain compliance with requirements of contract documents.

Work Requiring Testing

If any work (including the work of others) that is required by the Contract Documents to be inspected, tested or accepted is covered without written concurrence of County, it must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness in response to such notice.

Contractor's Obligation

Neither observations by County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the contract documents.

Uncovering Work Covered Contrary to County's Request

If any work is covered contrary to the written instructions of County or Code or contract requirements, it must, if requested by County, be uncovered for County's observation and replaced at Contractor's expense.

Uncovering Work for Inspection or Testing

In addition to the provisions above regarding work requiring testing, if County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or testing as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the contract price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in this contract. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided for in this contract.

ARTICLE XX: SUSPENSION OF WORK AND TERMINATION

County May Suspend Work

County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor. As soon as possible, County will fix the date on which work will be resumed. Contractor shall resume the work on the date so fixed. If Contractor believes that such suspension justifies an increase in the contract price or an extension of the contract time and County and Contractor are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided herein.

County May Terminate

Except as limited by law or regulation, County may terminate upon the occurrence of any one or more of the following events:

1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
2. If petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
3. If Contractor makes a general assignment for the benefit of creditors;
4. If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
5. If Contractor admits in writing an inability to pay its debts generally as they become due;
6. If Contractor persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established herein as revised from time to time or fails to make prompt payment to subcontractors or for materials or labor or persistently disregards laws, ordinances or instructions of the County);
7. If Contractor disregards laws or regulations of any public body having jurisdiction;
8. If Contractor disregards the authority of County or its agents; or
9. If Contractor otherwise violates in any substantial way any provisions of the contract documents;

County may, after giving Contractor (and the surety, if there be one) seven days' written notice and to the extent permitted by laws and regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. Such costs incurred by County will be approved as to reasonableness by County and incorporated in a change order, but when exercising any rights or remedies under this paragraph County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been so terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

County May Abandon

Upon written notice to Contractor County may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the agreement. Contractor shall stop work as specified in said notice, terminate all subcontracts, deliver all materials already paid for and secure the site. In such case, Contractor shall be paid for all work executed and any actual expense sustained. No lost profit for work not yet undertaken shall be due to Contractor.

Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, the work is suspended for a period of more than ninety days by County or under an order of court or other public authority, or County fails to act on any application for payment within thirty days after it is submitted, or County fails for thirty days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to County, terminate the agreement and recover from County payment for all work executed and any expense sustained. In addition and in lieu of terminating the agreement, if County has failed to act on an application for payment or County has failed to make any payment as aforesaid, Contractor may upon seven days' written notice to County stop the work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with County.

ARTICLE XXI COUNTY'S AGENT'S STATUS DURING CONSTRUCTION

County's Representative

County may appoint representatives during the construction period. The duties and responsibilities and the limitations of authority of such agents during construction are set forth herein and shall not be extended without written consent of County.

Agent's Authority

County may delegate authority to an employee or agent, including an engineer or an architect, to determine the amount, quality, acceptability and fitness of the several kinds of work, material and equipment which are to be paid for under the contract; to decide for the County all questions relative to the true construction, meaning and intent of the contract documents; to decide all questions relative to the classification and measurements of quantities and materials and the fulfillment of this contract, and to reject or condemn all work or material which does not conform to the terms of this contract. The representative's decision in all matters is the decision of County and shall be final and binding on Contractor.

Replacement of Representative

County reserves the right to terminate the employment of the representative at any time.

Visits to Site

Where a representative represents County, said representative will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. However, Contractor must supervise the work and cannot rely on said representative or County as they will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The representative's efforts will be directed toward providing for County a greater degree of confidence that the completed work will conform to the contract documents. On the basis of such visits and on-site observations, the representative will keep County informed of the progress and adequacy of the work.

Observation of Work

If County and the representative agree, the representative will observe the performance of the work. The duties, responsibilities and limitations of authority of the representative in observing the work will be as provided herein. If County designates another agent to represent County at the site who is not the representative's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in supplementary conditions.

Clarifications and Interpretations

The representative may be appointed to issue (with reasonable promptness) such written clarifications or interpretations of the requirements of the contract documents (in the form of drawings or otherwise) as the representative may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If Contractor believes that a written clarification or interpretation justifies an increase in the contract price or an extension of the contract time and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in the contract. Said claim shall be made to County unless a representative has been selected to provide such clarifications or interpretations.

Authorized Variations in Work

If a representative is appointed, such representative may authorize minor variations in the work from the requirements of the contract documents which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. These may be accomplished by a field order and will be binding on County, and also on Contractor who shall perform the work involved promptly. If Contractor believes that a field order justifies an increase in the contract price or an extension of the contract time and County and Contractor are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in this Contract.

Rejecting Defective Work

If a representative is appointed, such representative will have authority to disapprove or reject work which the representative believes to be defective, and will also have authority to require special inspection or testing of the

work whether or not the work is fabricated, installed or completed. Any decision made by said representative in disapproving or rejecting work shall be binding on Contractor.

Determinations for Unit Prices

If a representative is appointed, such representative will determine the actual quantities and classifications of unit price work performed by Contractor. The representative will review with the Contractor the representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). The representative's written decisions thereon will be final and binding upon Contractor.

Claims and Disputes

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the designated County representative no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

If the claim is under \$50,000, County shall respond in writing to Contractor within 45 days of receipt of Contractor's claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of the County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Contractor in producing the additional information, whichever is greater.

For claims over \$50,000 and less than or equal to \$375,000, County shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of County and Contractor. The County's written response to the claim, as further documented, shall be submitted to Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

If Contractor disputes County's written response, or County fails to respond within the time prescribed above, Contractor may so notify County, in writing, either within 15 days of receipt of County's response or within 15 days of County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer with such County representatives as the County Administrator or the Board of Supervisors directs for settlement of the issues in dispute. Upon such demand, County shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Following the meet and confer conference, if the claim or any portion remains in dispute, Contractor may file a claim with the Board of Supervisors pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within 90 days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Contractor intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first. If a civil action is filed, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of County and Contractor or unless County elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

Effective January 1, 2017 Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of Article XXI and Public Contract Code §9204, the provisions of the Public Contract Code shall prevail. The entire section can be found at the following link:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=1.&chapter=9.&article

For every claim that Contractor makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Contractor's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Contractor in arriving at its bid price, and any other documents or records kept by Contractor during the course of construction. In the event that claims are made, Contractor agrees that County shall have the right to conduct a complete audit of the books and records of Contractor relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

Representative's Decision

Where a representative is appointed, the rendering of a decision by the representative with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by County or Contractor of such rights or remedies as either may otherwise have under the contract documents or by laws or regulations in respect of any such claim, dispute or other matter.

Limitations on Representative's Responsibilities

Neither the County's representative's authority to act nor any decision made by the representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the representative or County to Contractor, any subcontractor, any supplier, or any other person or organization performing any of the work, or to any surety for any of them.

Construction Methods and Safety

Notwithstanding any references to laws and regulations, rules, codes or standards in the contract documents, the representative and County will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the representative and County will not be responsible for Contractor's failure to perform or furnish the work in accordance with the contract documents.

Acts and Omissions of Contractor

Neither the County nor its representatives will be responsible for the acts or omissions of Contractor or of any subcontractor, any supplier, or any other person or organization performing or furnishing any of the work.

ARTICLE XXII: PARTIAL COMPLETION

Partial Completion (Completion of a Portion of the Work)

Use by County of any finished part of the work, which has specifically been identified in the contract documents, or which County and Contractor agree constitutes a separately functioning process or facility that can be used by County without significant interference with Contractor's performance of the remainder of the work, may be accomplished prior to completion of all the work subject to the following:

1. County at any time may request Contractor in writing to permit County to use any such part of the work which County believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to County that said part of the work is substantially complete and request County to issue a certificate of substantial completion for that part of the work. Contractor at any time may notify County in writing that Contractor considers any such part of the work ready for its intended use and substantially complete and request County to issue a certificate of substantial completion for that part of the work. Within a reasonable time after either such request, County and Contractor shall make an inspection of that part of the work to determine its status of completion. If County does not consider that part of the work to be substantially complete, County will notify Contractor in writing giving the reasons therefor. If County considers that part of the work to be substantially complete, County will deliver to Contractor a written recommendation as to the division of responsibilities pending final payment between County and Contractor for the entire work with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless Contractor disagrees in writing and so informs County promptly, County's aforesaid recommendation will be binding on Contractor until final payment for the entire work.

2. County may at any time request Contractor in writing to permit County to take over operation of any such part of the work although it is not substantially complete. A copy of such request will be sent to Contractor and within a reasonable time thereafter County and Contractor shall make an inspection of that part of the work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to County that such part of the work is not ready for separate operation by County, County will finalize the list of items to be completed or corrected and will deliver such list to Contractor together with a written recommendation as to the division of responsibilities pending final payment between County and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the work which will become binding upon County and Contractor at the time when County takes over such operation (unless they shall have otherwise agreed in writing). During such operation and prior to substantial completion of such part of the work, County shall allow Contractor reasonable access to complete or correct items on said list and to complete other related work.
3. No occupancy or separate operation of part of the work will be accomplished prior to the insurers who are then providing the property insurance having acknowledged notice thereof and in writing effecting the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy. Each party shall be responsible for notifying its own insurer.

ARTICLE XXIII: ARBITRATION

Arbitration

Where the total of all claims filed by Contractor are under \$375,000, County shall have the option of electing arbitration pursuant to Public Contract Code Sections 10240, et seq. If County does so elect, the mediation provisions of Public Contract Code Section 20104.4 shall not apply pursuant to Public Contract Code Section 20104(a)(2). If County does not elect such arbitration pursuant to Public Contract Code Sections 10240 et seq., the provisions of Public Contract Code Section 20104.4 shall apply.

Where the total of all claims filed by Contractor are above \$375,000, the arbitration provisions of this contract are voluntary. Neither County nor Contractor shall be required to enter into mediation or arbitration for amounts above \$375,000. Written consent of both parties to mediate or arbitrate such claims shall be a prerequisite to such mediation or arbitration. If the parties agree to arbitrate claims above \$375,000, the provisions of Public Contract Code Sections 10240, et seq. shall be utilized.

Time to Request Arbitration

No request for arbitration of any claim, dispute or other matter that is required to be referred to County initially for decision will be made until the earlier of (a) the date on which County has rendered a decision or (b) the tenth day after Contractor has presented its evidence to County if a written decision has not been rendered by County before that date. Unless otherwise required by law, no request for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which County has rendered a written decision. Notice of the request for arbitration will be in writing to the other party.

ARTICLE XXIV: LABOR AND EMPLOYMENT

Worker's Compensation Certification

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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.

Prevailing Wage Rates

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Nevada has determined that prevailing wage rates are applicable to the work to be done. The Contractor shall post a copy of the wage rates on the job site.

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 from the California Department of Industrial Relations' Internet website

at <http://www.dir.ca.gov> . These wage rates are not included in the Bid Form and contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Pursuant to California Labor Code Section 1775, Contractor shall forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

Collective Bargaining Agreements

Pursuant to California Labor Code Section 1773.8, Contractor shall pay travel and subsistence payments to all workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

Payroll Records

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776. Contractor is aware that a penalty of twenty-five dollars (\$25.00) per day or portion thereof for each worker may be assessed for noncompliance with said section. Contractor shall forward to County a certified copy of each payroll record within ten days after close of each payroll period. Such certification shall include a statement that payroll is correct and complete and complies with prevailing wage requirements.

If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, County will retain an amount equal to 10 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed \$10,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of three years from the date of completion of the contract.

Limitations on Hours Worked

Eight hours constitutes a day's work and workers shall be limited to working 8 hours during any one calendar day and 40 hours during any one calendar week. Contractor and all subcontractors shall keep an accurate record of hours worked by each worker for each calendar day and each calendar week which record shall be available for inspection during business hours. Contractor shall, pursuant to California Labor Code Section 1813, forfeit twenty-five dollars (\$25) for each day for each worker where such worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one week in violation of the provisions of the Labor Code. No overtime shall be authorized unless prior written approval of County is obtained permitting such overtime. If such overtime work is authorized by County, Contractor shall compensate each worker required to work overtime at the rate of one and one-half (1-1/2) times the basic rate of pay. All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by County from payments due the Contractor.

Equal Employment Opportunity and Nondiscrimination

During the performance of this contract, the contractor agrees to abide by all provisions of Section 1735 of the California Labor Code, as amended, regarding nondiscrimination practices.

Employment of Apprentice Labor

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work.

Preference for Resident Labor

In the employment of labor for doing the work, the Contractor shall give preference to qualified persons residing within the general area of the work.

Incompetent Workers

If at any time any worker employed by Contractor or any of the subcontractors shall be declared by County to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person.

Labor Class Substitutions

If Contractor substitutes a labor classification or provides a new classification which results in a reduction in the contract price, County's execution of a change order evidencing said reduction in price shall in no way be construed, either express or implied, as consent to the use of said labor classification in the performance of any work on the project.

ARTICLE XXV: ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

ARTICLE XXVI: CONFLICT OF INTEREST RESTRICTIONS

No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

ARTICLE XXVII: WAIVER OF RIGHTS

No action or lack of action on the part of County at any time to exercise any right or remedy conferred upon it under this contract shall be deemed to be a waiver on the part of County of any of County's rights or remedies.

ARTICLE XXVIII: SUCCESSORS IN INTEREST

County and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents.

ARTICLE XXIX: NOTICE

Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. The business addresses of Contractor given in the Bid Form and Contractor's office at the site of the work are hereby designated as the places to which all notices, letters, and other communication to Contractor will be delivered. However, County or Contractor may change their addresses at any time by an instrument in writing delivered to the other.

Joint Venture Contractor

In the event the Contractor is a joint venture of two or more Contractors, all grants, covenants, provisos and claims, rights, powers, privileges and liabilities of the contract shall be construed and held to be several as well as joint; any notice, order, direction, request or other communication required to be or that may be given by County to the Contractor under this agreement shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons; any notice, request or other communication given by any one of such persons to

County under this agreement shall be deemed to have been given by and shall bind all persons being the Contractor.

ARTICLE XXX: VENUE AND JURISDICTION

This contract shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in Nevada County, California.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first written, above. One counterpart each has been delivered to County, Contractor, and the Sureties. All portions of the contract documents have been signed or identified by County and Contractor.

COUNTY OF NEVADA

ATTEST:

Clerk of the Board

By: _____
Chair, Board of Supervisors

CONTRACTOR

By: _____

Name: _____

Title: _____

Licensed in accordance with an act providing for the registration of Contractors

License Number: _____

DIR Number: _____

Fed. Tax ID No: _____

Telephone No: _____

APPENDIX A: UPRR Public Highway Overpass Agreement

Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

UP Real Estate Project 772208
Agreement Number _____

PUBLIC HIGHWAY OVERPASS AGREEMENT

**Hirschdale Rd.
DOT 753190K
216.10 Roseville Sub.
Floriston, Nevada County, California**

THIS AGREEMENT ("Agreement") is made and entered into as of the 2/7/2023 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **COUNTY OF NEVADA**, a municipal corporation or political subdivision of the State of California to be addressed at 950 Maidu Ave., Nevada City, California 95959 ("Political Body").

By instrument dated December 3, 1925, Central Pacific Railway Company, the Southern Pacific Company and the State of California entered into an agreement (the "Original Agreement") covering the construction, use, maintenance and repair of a grade separated overpass structure that carries vehicular traffic traversing on Hirschdale Rd., over Railroad's track(s) at Railroad's Milepost 216.10 at DOT Number 753190K on Railroad's Roseville Subdivision at or near Floriston, Nevada County, California.

The Railroad named herein is successor in interest to the Central Pacific Railway Company and the Southern Pacific Company. The County Nevada is successor in interest to the State of California for this structure under the 1925 agreement.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and improvement of the structure that was constructed under the Original Agreement. The reconstructed structure as improved is hereinafter the "Structure". The Political Body's type, size and location prints of the Structure are marked **Exhibit A-1**, attached hereto and hereby made a part hereof.

The right of way granted by Railroad to the Political Body under the terms of the Original Agreement or a separate document is sufficient to allow for the reconstruction of the Structure. Therefore, under this Agreement, the Railroad will be not granting additional permanent rights to the Political Body so that the Political Body can perform the Project work. The portion of Railroad's property that Political Body needs for the reconstructed Structure (including the right of way area covered under the Original Agreement) is described as the New Crossing Area as shown on the print marked **Exhibit A** and also described in the detailed plan set marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area"). The portion of Railroad's property that Political Body needs for the Temporary Construction Area or TCE Area for the reconstruction of the Structure is described as the TCE Area as shown on the print marked **Exhibit A-2**

The Railroad and the Political Body are entering into this Agreement to cover the above.

Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration **ONE THOUSAND DOLLARS (\$1,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Structure over and across the Crossing Area.

For in consideration of **SEVEN THOUSAND DOLLARS (\$7,000.00)**, the Railroad hereby grants to the Political Body temporary construction rights to use 25,104 sq ft of Railroad's property shown and described and shown on **Exhibits A-2**. The Political Body's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of Political Body and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for thirty-six (36) months from when your contractor signs the Exhibit E, Contractor's Right of Entry, or until the project has been completed, whichever occurs earlier.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance

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before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project 0772208

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **TWO HUNDRED THIRTY THREE THOUSAND SEVEN HUNDREND NINETY ONE Dollars and 0/100 (\$233,791.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that if the Estimate **does not include** any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the

Public Highway Overpass 03/01/2013
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Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within one hundred eighty (180) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad one set of as-built digitally reproducible "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements,

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including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within thirty-six (36) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.

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(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

Section 16. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Structure, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Structure.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

DocuSigned by:
By Daniel A. Leis
9D599D152E5B4CC...
Printed Name: Daniel A. Leis
Title: Gen Dir Real Estate Contracts

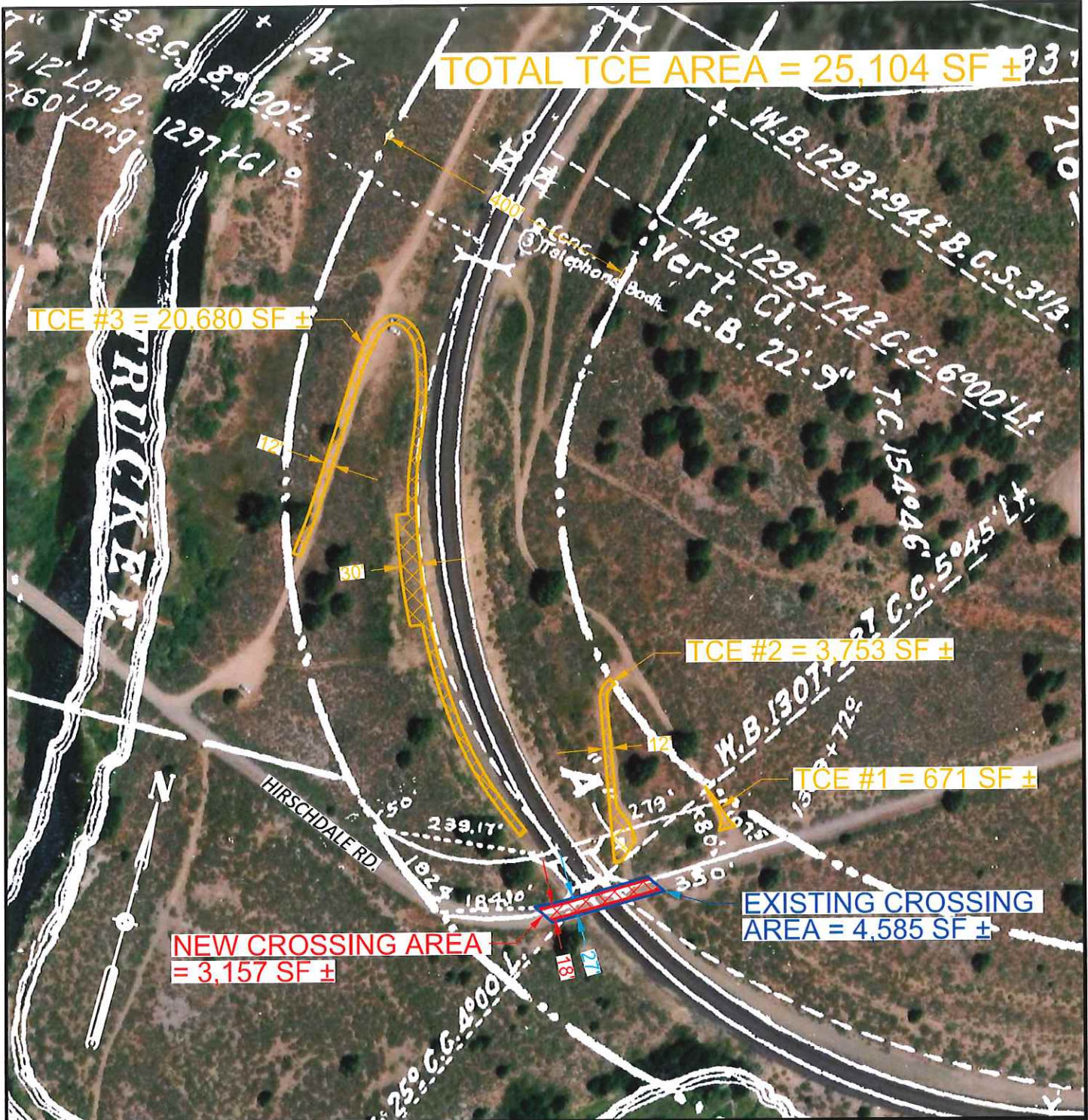
COUNTY OF NEVADA

By Susan K Hock
Printed Name: Susan K Hock
Title: Chair





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**EXHIBIT A
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A will be a survey print showing the Crossing Area (see Recitals)



LEGEND:

- EXISTING CROSSING AREA 
- NEW CROSSING AREA 
- TCE AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ROSEVILLE, PLACER COUNTY, CA

M.P. 216.1 - ROSEVILLE SUB.

MAP SP CA V-113 / 21

SCALE: 1" = 200'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 4/21/2021

RRM FILE: 03240-24

CADD FILENAME | 0324024.DGN

SCAN FILENAME | 0324024_CAV11321.TIF

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**EXHIBIT A-1
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A-1 will be the type, size and location prints of the Structure (see Recitals).

THE CONTRACTOR MUST POSSESS THE CLASS (OR CLASSES) OF LICENSES AS SPECIFIED IN THE "NOTICE TO BIDDERS."

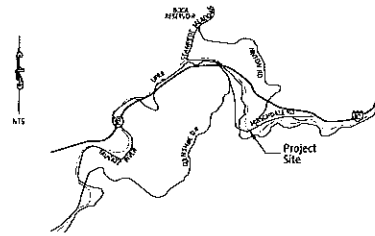
CALL BEFORE YOU DIG
 THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" (USA) AT 800-227-2600 AT LEAST 2 WORKING DAYS PRIOR TO PERFORMING ANY EXCAVATION

NEVADA COUNTY Department of Public Works Project Plans

for
**Hirschdale Road at Hinton (UPRR)
 Overhead Rehabilitation Project**

Federal Project No. BRLO-5917 (097)

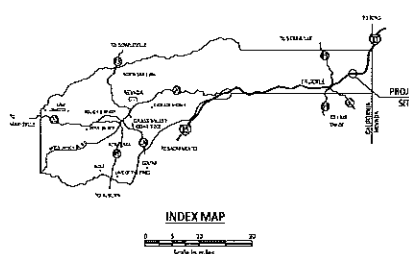
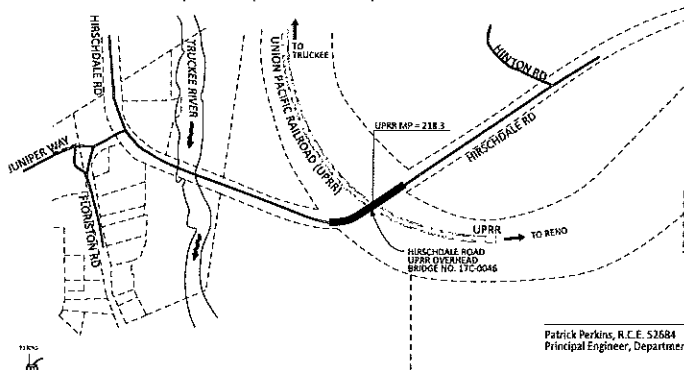
To be supplemented by the Nevada County Standards and Standard Road Drawings and the California Department of Transportation Standard Plans and Specifications dated 2018.



VICINITY MAP

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	TYPICAL SECTIONS & GENERAL NOTES
3	PROJECT CONTROL
4	LAYOUT PLAN
5	REMOVAL PLAN
6-8	CONSTRUCTION DETAILS
9	UTILITY PLAN
10-11	TRAFFIC HANDLING PLAN
12	SUMMARY OF QUANTITIES
13	EROSION CONTROL
14	RAILROAD SAFETY IMPROVEMENTS
15-32	STRUCTURE PLANS



**REVISED 100% PLANS
 NOT FOR CONSTRUCTION**

Patrick Perkins, R.C.E. 52684
 Principal Engineer, Department of Public Works

Date

Trisha Tilton
 Director, Department of Public Works

Date

Chairperson
 Board of Supervisors

Date

REVISIONS	
NO.	DESCRIPTION

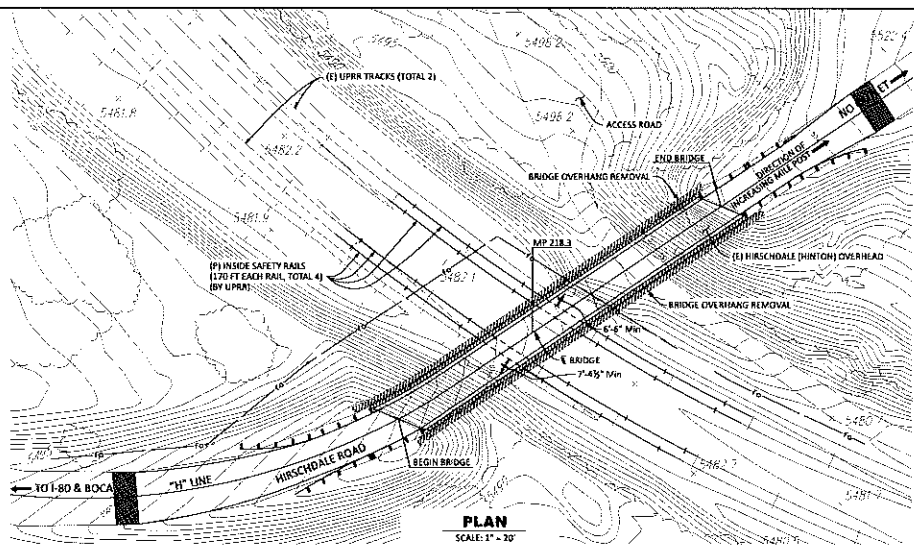
DESIGNED BY: DAVIDSON ENGINEERS

FOR
NEVADA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 DESIGN/CONSTRUCTION DIVISION

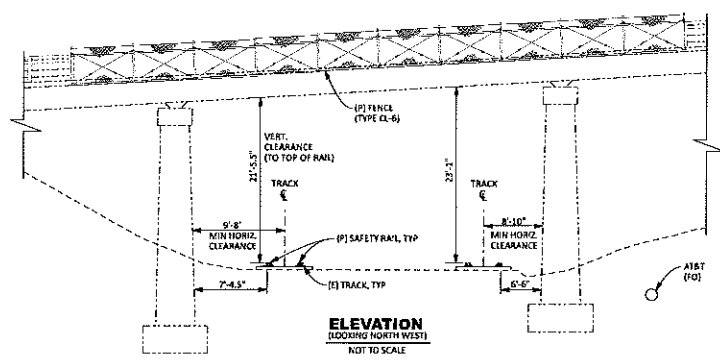
**HIRSCHDALE ROAD OVERHEAD
 (REHABILITATION)**
 COVER SHEET

PROJECT NO. 12C-0046
 DRAWN: P. MONTEPA
 CHECKED: E. ESPANGOLA
 BILL NO. 1246
 DATE: JULY 2012

SHEET
1
 OF 32 SHEETS



PLAN
SCALE: 1" = 20'



ELEVATION
(LOOKING NORTH WEST)
NOT TO SCALE

- LEGEND:**
- (E) EXISTING
 - (P) PROPOSED
 - X— (P) FENCE (TYPE CL-6)
 - +— (P) SAFETY RAIL
 - |— (E) TRACK
 - |— (P) SAFETY RAIL
 - |— AT&T FIBER OPTIC

RAILROAD INFORMATION
MP 216.1, ROSEVILLE SUBDIVISION
DOT CROSSING No. 753190K
CPUC CROSSING No. 001A-216.10-A

TRAFFIC DATA (DAILY):
FREIGHT = 20
AMTRAC = 2

NOTES:
1. FOR OVERHEAD REHABILITATION
DETAILS SEE STRUCTURAL PLANS.

REVISIONS	
NO.	DESCRIPTION

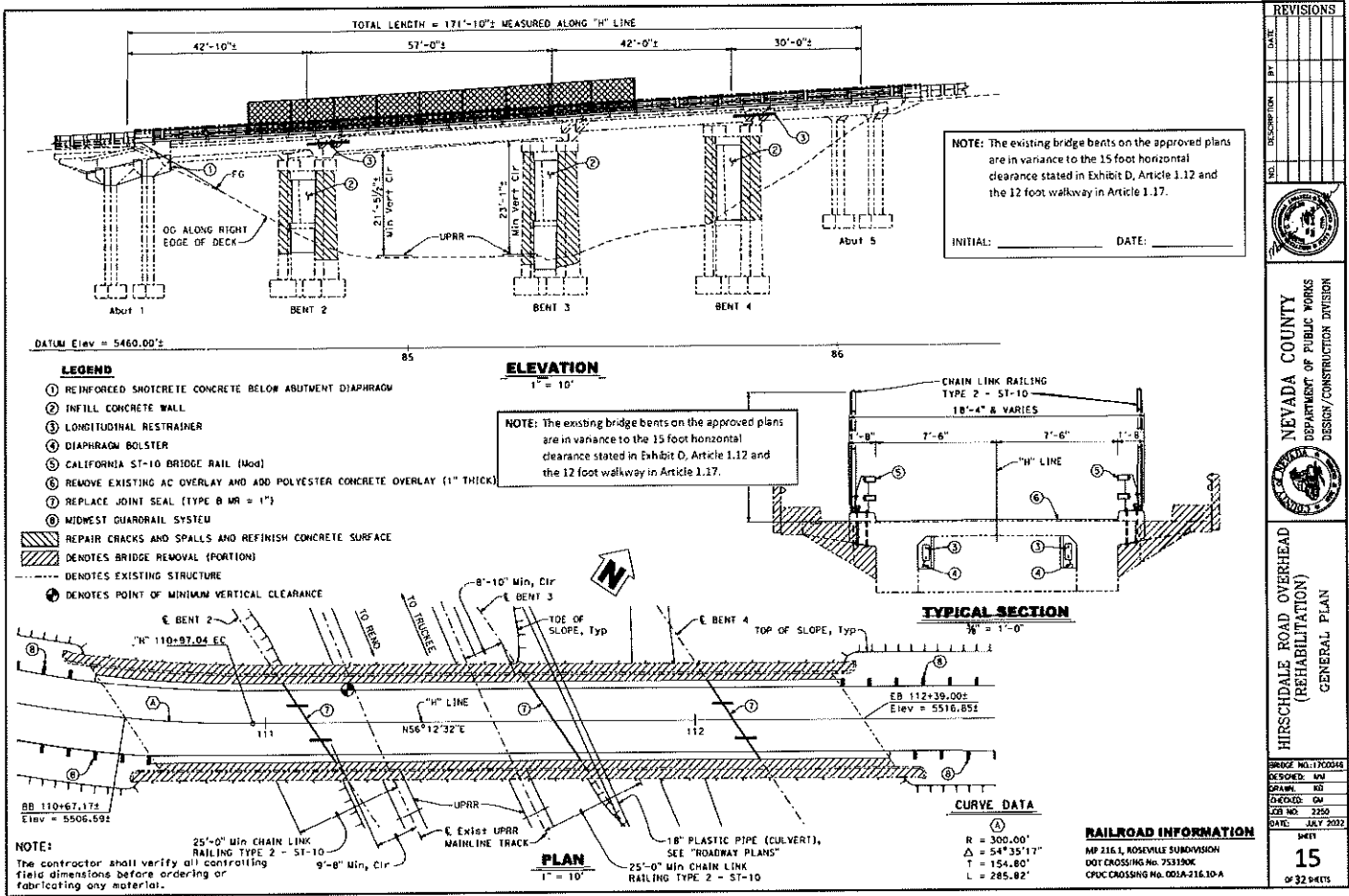
DESIGNED BY: MONTONA
DRAWN BY: MONTONA
CHECKED BY: MONTONA
DATE: JULY 2012

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION

HIRSCHDALE ROAD OVERHEAD (REHABILITATION)
RAILROAD SAFETY IMPROVEMENTS

13C-0046
MONTONA
1300
JULY 2012

14
OF 32 SHEETS



REVISIONS		
NO.	DESCRIPTION	DATE

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION

HIRSCHDALE ROAD OVERHEAD
(REHABILITATION)
GENERAL PLAN

BRIDGE NO. 1700014
DESIGNED: MW
DRAWN: RD
CHECKED: DW
JOB NO. 2250
DATE: JULY 2022

15
OF 32 SHEETS

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**EXHIBIT A-2
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

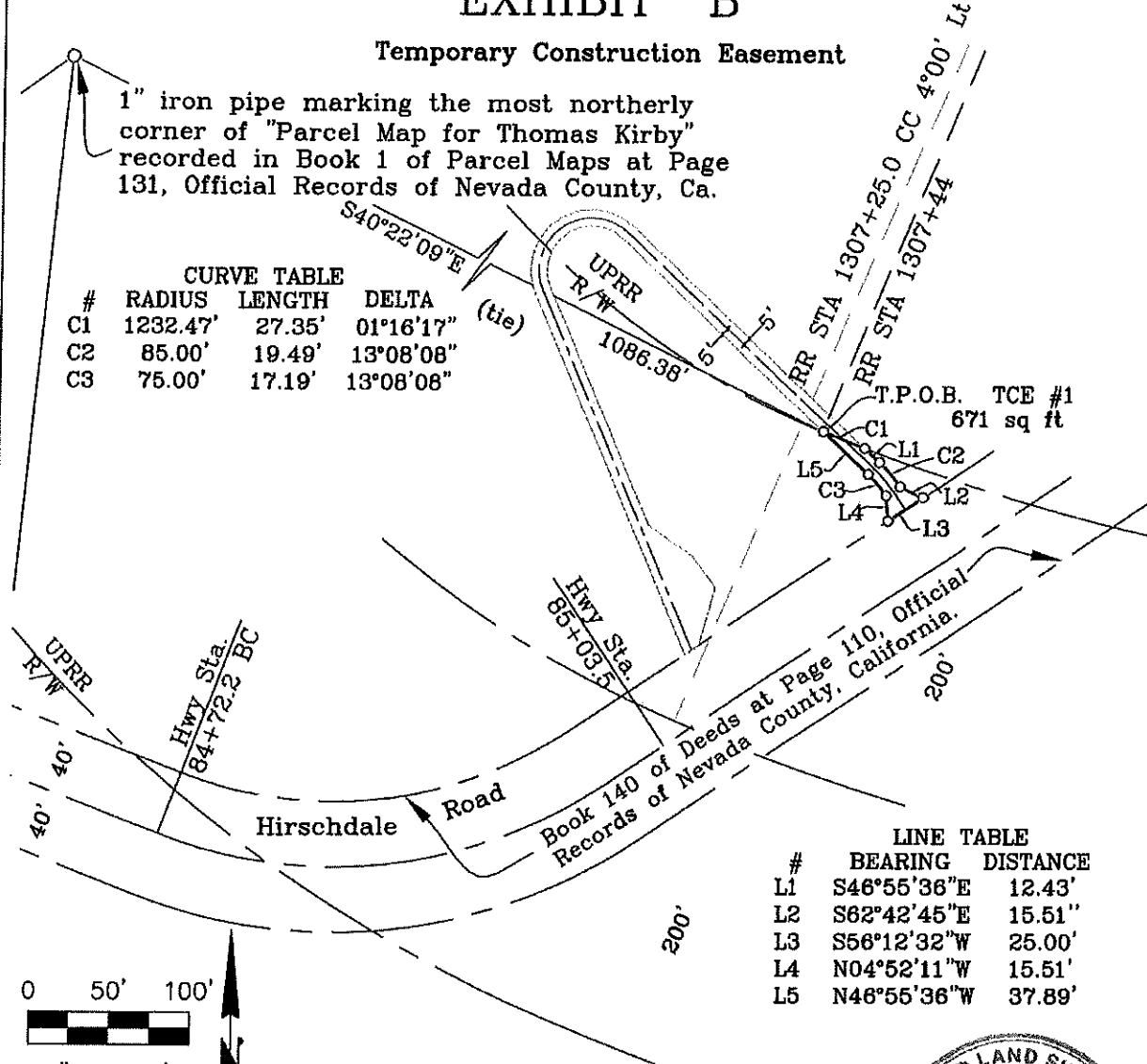
Exhibit A-2 will be the TCE Area description (see Recitals)

EXHIBIT "B"

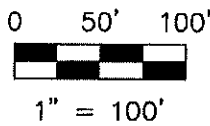
Temporary Construction Easement

1" iron pipe marking the most northerly corner of "Parcel Map for Thomas Kirby" recorded in Book 1 of Parcel Maps at Page 131, Official Records of Nevada County, Ca.

CURVE TABLE			
#	RADIUS	LENGTH	DELTA
C1	1232.47'	27.35'	01°16'17"
C2	85.00'	19.49'	13°08'08"
C3	75.00'	17.19'	13°08'08"



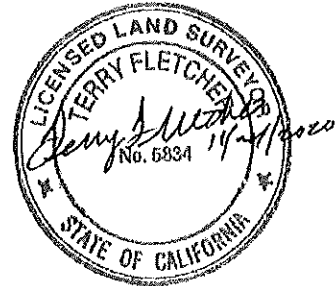
LINE TABLE		
#	BEARING	DISTANCE
L1	S46°55'36"E	12.43'
L2	S82°42'45"E	15.51"
L3	S56°12'32"W	25.00'
L4	N04°52'11"W	15.51'
L5	N46°55'36"W	37.89'



LEGEND

- o DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE II (Epoch 2011).
ALL DISTANCES ARE GROUND DISTANCES.

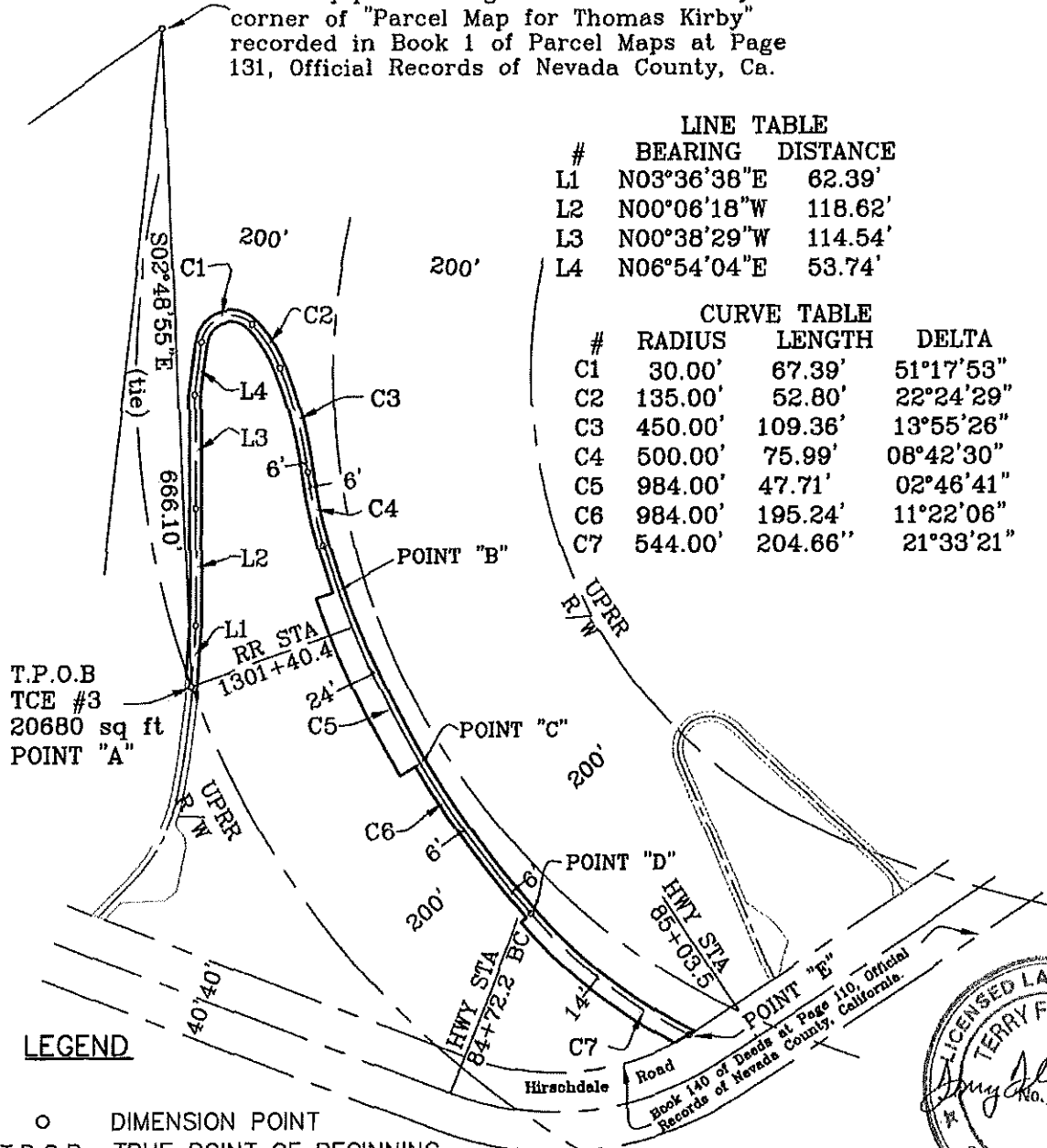


 110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642	Temporary Construction Easement		DATE: 11/24/20
	COUNTY NEVADA STATE OF CALIFORNIA		APN: N/A
	CHECKED BY:	PREPARED BY: TF	DE NO. 1.1
	OWNER: UPRR		SHEET 1 OF 3

EXHIBIT "B"

Temporary Construction Easement

1" iron pipe marking the most northerly corner of "Parcel Map for Thomas Kirby" recorded in Book 1 of Parcel Maps at Page 131, Official Records of Nevada County, Ca.



#	BEARING	DISTANCE
L1	N03°36'38"E	62.39'
L2	N00°06'18"W	118.62'
L3	N00°38'29"W	114.54'
L4	N06°54'04"E	53.74'

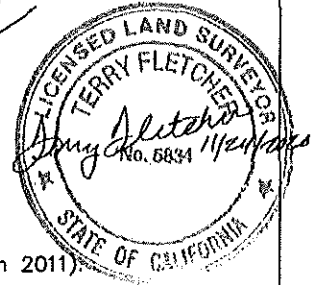
#	RADIUS	LENGTH	DELTA
C1	30.00'	67.39'	51°17'53"
C2	135.00'	52.80'	22°24'29"
C3	450.00'	109.36'	13°55'26"
C4	500.00'	75.99'	08°42'30"
C5	984.00'	47.71'	02°46'41"
C6	984.00'	195.24'	11°22'06"
C7	544.00'	204.66"	21°33'21"

T.P.O.B
TCE #3
20680 sq ft
POINT "A"

LEGEND

○ DIMENSION POINT
T.P.O.B. TRUE POINT OF BEGINNING

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE II (Epoch 2011)
ALL DISTANCES ARE GROUND DISTANCES.

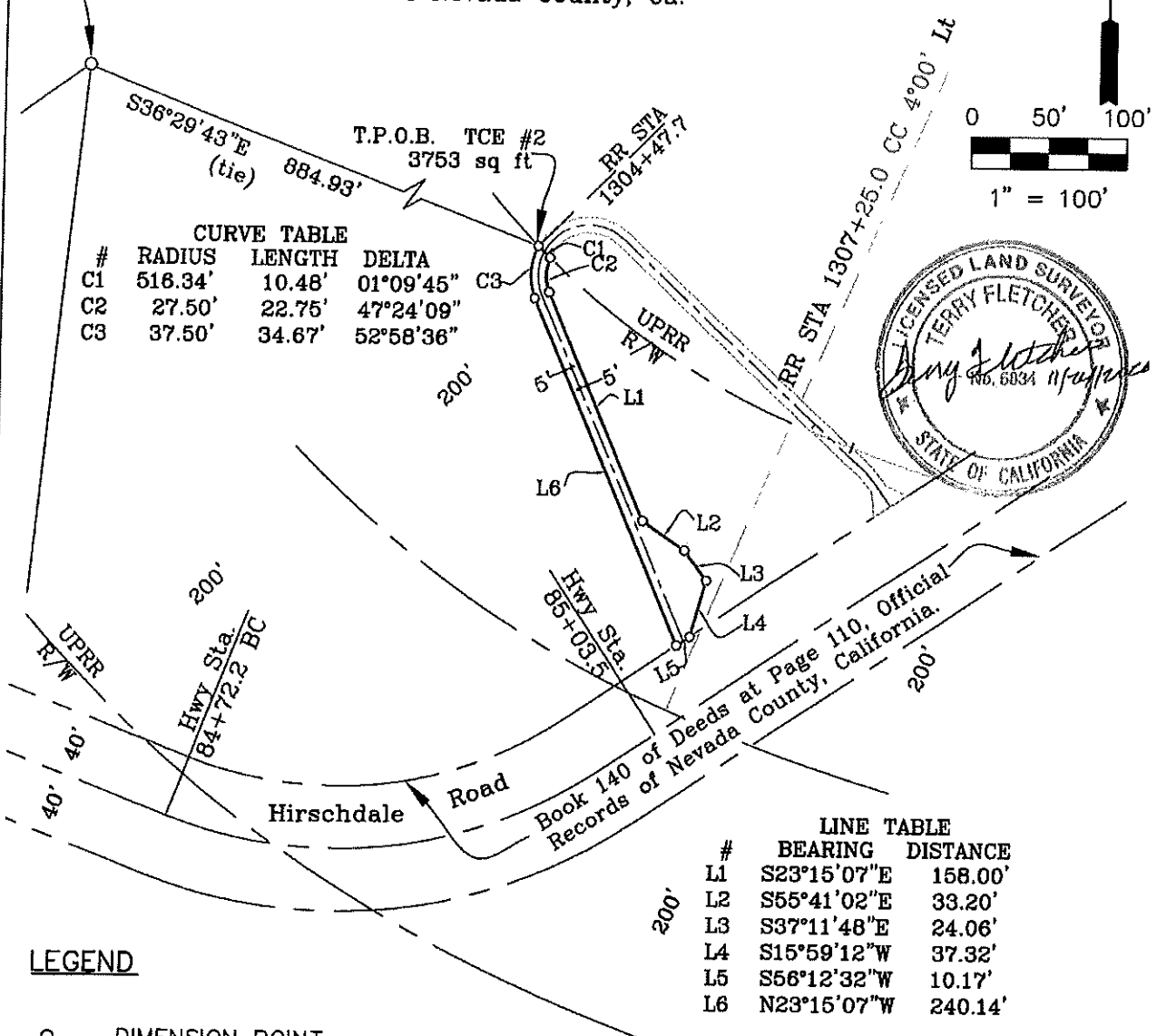


 110 BLUE RAVINE ROAD, SUITE 200 FOLSOM, CA 95630 (916)858-0642	Temporary Construction Easement		DATE: 11/24/20
	COUNTY OF NEVADA STATE OF CALIFORNIA		APN: N/A
	CHECKED BY:	PREPARED BY: TF	DE NO. 1.3
	OWNER: UPRR		SHEET 3 OF 3

EXHIBIT "B"

Temporary Construction Easement

1" iron pipe marking the most northerly corner of "Parcel Map for Thomas Kirby" recorded in Book 1 of Parcel Maps at Page 131, Official Records of Nevada County, Ca.



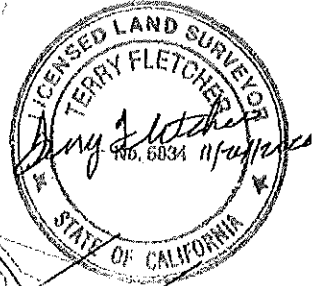
#	RADIUS	LENGTH	DELTA
C1	516.34'	10.48'	01°09'45"
C2	27.50'	22.75'	47°24'09"
C3	37.50'	34.67'	52°58'36"

#	BEARING	DISTANCE
L1	S23°15'07"E	158.00'
L2	S55°41'02"E	33.20'
L3	S37°11'48"E	24.06'
L4	S15°59'12"W	37.32'
L5	S56°12'32"W	10.17'
L6	N23°15'07"W	240.14'

LEGEND

- DIMENSION POINT
- T.P.O.B. TRUE POINT OF BEGINNING

BASIS OF BEARINGS: CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD83, ZONE II (Epoch 2011).
 ALL DISTANCES ARE GROUND DISTANCES.



DOKKEN
 ENGINEERING
 110 BLUE RAVINE ROAD, SUITE 200
 FOLSOM, CA 95630
 (916)858-0642

Temporary Construction Easement		DATE: 11/24/20
COUNTY NEVADA STATE OF CALIFORNIA		APN: N/A
CHECKED BY:	PREPARED BY: TF	DE NO. 1.2
OWNER: UPRR		SHEET 2 OF 3

Public Highway Overpass 03/01/2013
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**EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

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SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

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SECTION 5 - MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at Political Body's expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety

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measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

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E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the

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Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

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SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

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**EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

EXHIBIT C**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:9/9/2022**LOCATION:**Nevada CountyDOT: 753190K**SUBDIVISION**Roseville**STATE:**CA

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 75,000	\$ -	\$ -	\$ 75,000.00	\$ 75,000
Engineering Review	\$ 25,000	\$ -	\$ -	\$ 25,000.00	\$ 25,000
Installation of Double Inner Guardrail on Main Track 1 & 2	\$ 93,500	\$ 40,291.00	\$ -	\$ 133,791.00	\$ 133,791
TOTAL PROJECT:	\$ 193,500	\$ 40,291	\$ -	\$ 233,791	\$ 233,791

TOTAL ESTIMATED COST:**\$233,791**

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate through separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Material And Force Account Estimate Nevada County

Estimate Number: 140326 Version: 1

Standard Rates: Labor Additive = 148.69%
Estimate Good Until 09/09/23

Location: ROSEVILLE SUB, NO 1, 216-216.25
 Description of Work: 753190K Inner Guardrail 216.11 Roseville Sub
 Prepared For: Nevada County
 Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100	
TRACK ITEMS											
	INGR	133# SINGLE INGR	480	TF	74.22	26,990	8,636	35,626	0	35,626	
Sub-Total =						26,990	8,636	35,626	0	35,626	
ENGINEERING											
Includes 50% tie replacement		Engineering	1	LS	51,267.00	51,267	0	51,267	0	51,267	
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		HomeLine Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900	
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,189.75	0	1,189	1,189	0	1,189	
Sub-Total =						51,267	2,989	54,256	0	54,256	
TRACK CONSTRUCTION - COMPANY											
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450	
	BALAST	BALAST CL1	1	CL	4,959.28	3,793	1,166	4,959	0	4,959	
Sub-Total =						15,243	1,166	16,409	0	16,409	
SIGNAL - COMPANY											
		Signal: Install	1	LS	2,500.00	0	2,500	2,500	0	2,500	
Sub-Total =						0	2,500	2,500	0	2,500	
EQUIPMENT RENTAL											
		Equipment Rental	1	LS	25,000.00	0	25,000	25,000	0	25,000	
Sub-Total =						0	25,000	25,000	0	25,000	
Total Wgt. in Tons = 1,580						Totals =	93,500	40,291	133,791	0	133,791

Grand Total = **\$133,791**

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, will pay actual construction costs at the current rates effective thereof.

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT
RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency: County of Nevada
AREMA: American Railway Engineering and Maintenance-of-way Association
Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD: Manual on Uniform Traffic Control Devices
Project: Agency's Project Number _____ covering _____
Railroad: Union Pacific Railroad Company
Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Trevor Taylor
Alfred Benesch & Company |
ttaylor@benesch.com
direct: 916-245-2517

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Michael P. Upton
Senior Manager Track Maintenance
1 SOUTH PYRAMID WAY, SPARKS, NV 89431
402 501-1237
mupton@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to

the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on

these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.

C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit E**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's Property Access Training "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm>. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one foot six inch (21'6") foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR

Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor. **The estimated pay rate for each flag person is \$1600 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and**

one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

**EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit E will be Current Form of Contractor's Right of Entry Agreement

Contractor's Right of Entry Public Projects
Form Approved 02/09/2022

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2022, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by County of Nevada to perform work relating to the reconstruction of the Hirschdale Rd. Grade Separated Overpass (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost 216.10 on Railroad's Roseville Subdivision at or near DOT No. 753190K located at or near Floriston, in Nevada County, State of California, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and the County of Nevada.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

Contractor's Right of Entry Public Projects
Form Approved 02/09/2022

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until September 6th, 2024, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

Contractor's Right of Entry Public Projects
Form Approved 02/09/2022

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
1400 Douglas Street, Stop 1690
Omaha, NE 68179
Attn: Manager- Contracts
Project No. 0772208

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad **One Thousand Twenty Five Dollars (\$1,025.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

Contractor's Right of Entry Public Projects
Form Approved 02/09/2022

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

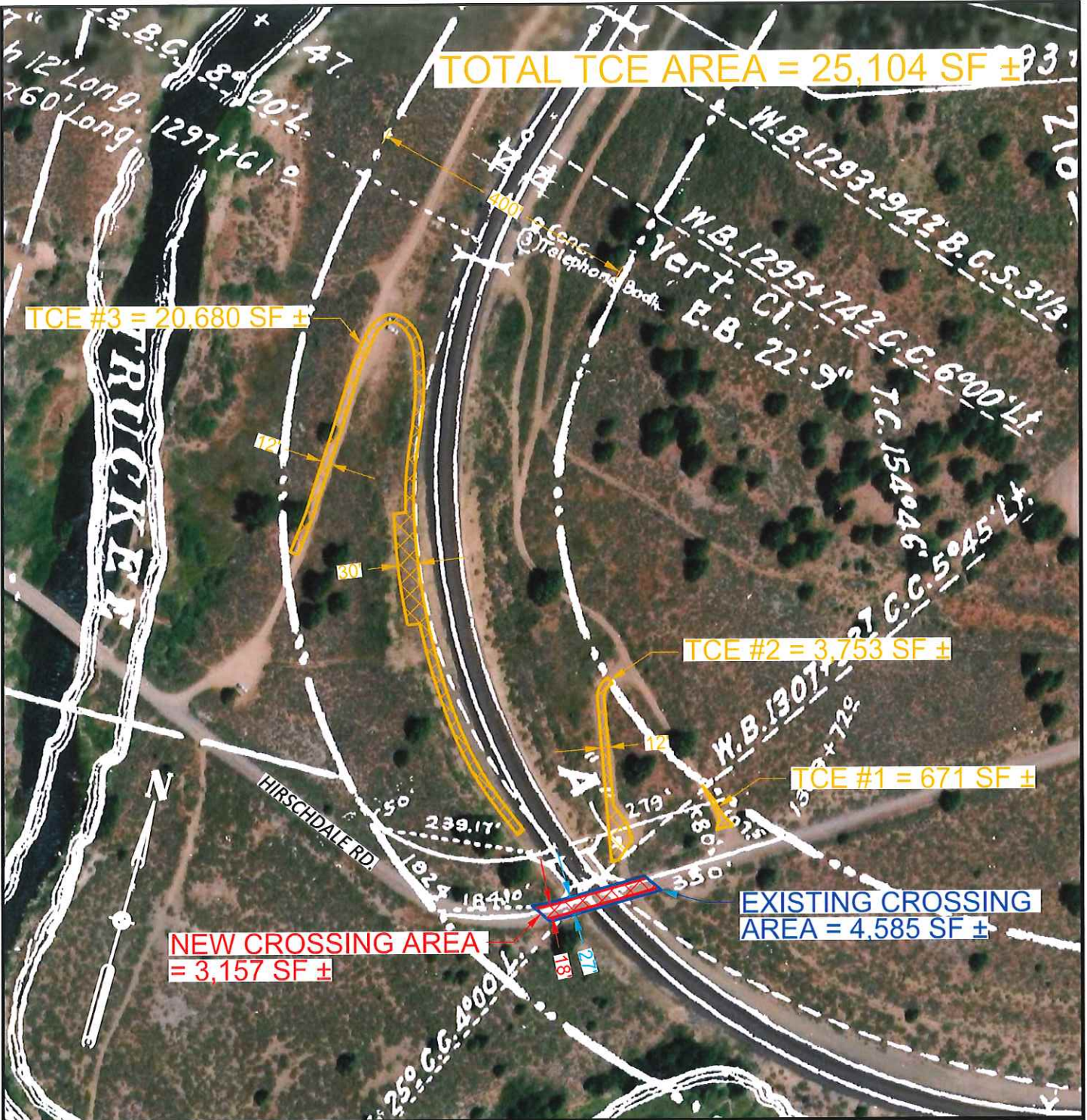
[Name of Contractor]

By: _____

Title: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



LEGEND:	
EXISTING CROSSING AREA	
NEW CROSSING AREA	
TCE AREA	
UPRRCO. R/W OUTLINED	
CADD FILENAME	0324024.DGN
SCAN FILENAME	0324024_CAV11321.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 ROSEVILLE, PLACER COUNTY, CA
 M.P. 216.1 – ROSEVILLE SUB.
 MAP SP CA V-113 / 21
 SCALE: 1" = 200'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 4/21/2021
 RRM FILE: 03240-24

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays

and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocx/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS

AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

Contractor's Right of Entry
Public Projects Form Approved 02/09/2022

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A

Contractor's Right of Entry
Public Projects Form Approved 02/09/2022

BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

**APPENDIX B: Lahontan Regional Water Quality Control Board – Clean Water Act
Section 401 Water Quality Certification**



Lahontan Regional Water Quality Control Board

September 20, 2023

WDID 6A292307004

Nevada County Department of Public Works
ATTN: Pat Perkins
950 Maidu Ave.
Nevada City, CA 95959

Board Order No. R6T-2023-0034, Granting Clean Water Act Section 401 Water Quality Certification and Basin Plan Prohibition Exemptions, Hirschdale Road Bridges Project, Nevada County

Lahontan Regional Water Quality Control Board (Water Board) staff has received a complete Clean Water Act (CWA) section 401 Water Quality Certification (WQC) application and application filing fee from Nevada County (Applicant) for the Hirschdale Road Bridges Project (Project) in Nevada County. The application was received on July 20, 2023, and deemed complete on August 1, 2023. This WQC hereby assigns this Project Waste Discharge Identification (WDID) No. 6A292307004. Please use this reference number in all future correspondence regarding this Project.

Any person aggrieved by this action of the Water Board may petition the State Water Resources Control Board (State Water Board) to reconsider this WQC in accordance with Water Code section 13320 and California Code of Regulations (CCR), title 23, sections 2050 and 3867. The State Water Board must receive the petition within thirty (30) days after the date of this WQC, by 5:00 p.m. on the thirtieth day except if the thirtieth day following the date of this WQC falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at the [Water Quality Petitions](http://www.waterboards.ca.gov/public_notices/petitions/water_quality/) page: (http://www.waterboards.ca.gov/public_notices/petitions/water_quality/) or will be provided upon request.

PROJECT INFORMATION

Project details are listed in the following tables.

PETER C. PUMPHREY, CHAIR | MICHAEL R. PLAZIAK, PG, EXECUTIVE OFFICER

General Project Information

Category	Data
Applicant	Nevada County Department of Public Works/Pat Perkins 950 Maidu Ave. Nevada City, CA 95959 patrick.perkins@co.nevada.ca.us (530) 265-1411
Agent	Dokken Engineering/Sarah Holm 110 Blue Ravine Rd., Suite 200 Folsom, CA 95630 sholm@dokkenengineering.com (916) 858-0642
Project Name	Hirschdale Road Bridges
Project Purpose and Description	<p>The purpose of the Project is to replace a structurally deficient five-span bridge over the Truckee River at Hirschdale Road with a two-span bridge. The Project will take place over two construction seasons unless fair fall weather allows for a single construction season.</p> <p>The existing bridge is a 5-span reinforced concrete girder bridge with concrete piers and abutments. Two existing in stream piers totaling 120 sq.ft. of permanent impact will be removed and one new in stream pier totaling 38.5 sq.ft. of permanent impact will be installed. Therefore, the Project will result in a net benefit of 81.5 sq.ft. of stream channel river habitat. An additional two existing piers totaling 0.01 acres of permanent impact will be removed from riparian habitat resulting in the restoration of the riparian habitat area. New rock slope protection will be installed in the riparian habitat adjacent to the new bridge abutments resulting in 0.04 acres of new permanent impact to the riparian habitat. With the removal of the two existing piers and the installation of the rock slope protection, a new net permanent impact of 0.03 acres to riparian habitat will occur as a result of the Project.</p> <p>Temporary public and construction access will utilize a temporary trestle bridge supported by temporary precast concrete blocks or pilings. Fill material will be temporarily placed within the 100-year floodplain and riparian area for the temporary bridge approach. Total temporary impacts to the Truckee River stream channel are approximately 0.12 acres, due to removal of the existing piers (0.01 acres) and installation of a temporary trestle and water diversions (0.11 acres). Additionally, the Project is anticipated to have approximately 0.10 acres of temporary impacts to adjacent wetland areas due to temporary diversion structure installation, temporary trestle foundations, and temporary dewatering activities. Finally,</p>

Category	Data
	<p>the Project is anticipated to have approximately 0.65 acres of temporary impacts to montane riparian habitat due to the approach roadway of the temporary trestle, and construction access involving vegetation removal.</p> <p>The existing bridge piers will be removed utilizing cofferdams consisting of steel plates to isolate the excavation while a dewatering pump will keep the inside of the cofferdam dry. Dewatering effluent will be pumped to a settling tank located upland of the riparian habitat (outside of waters of the State), allowed to settle, and then dispersed to either upland or riparian areas within either the northeast or southwest quadrants of the project area.</p> <p>The new pier will consist of a single column supported on driven steel piles or micro-piles with a pile cap. Any pile driving activities will be conducted in isolation of the active river. A diversion structure (bladder dam, visqueen lined sandbags/clean gravel, or k-rail, etc.) will be used around the new pier to keep pile driving activities (including noise and vibrations) separate from the active river. Excavation for the new pile cap at the new pier will be within temporary steel shoring. Similar water diversion will be used for the construction and removal of the temporary trestle.</p> <p>A copy of the site plan including project effects to aquatic resources is provided in Attachment 1.</p>
Project Type	Transportation
Project Address or other Locating Information	Approximately 1.2 miles south of Interstate 80 via Hirschdale Road exit 194, Nevada County
Project Location Latitude/Longitude	39.367447, -120.073236
Hydrologic Unit	635.00 – Truckee River Hydrologic Unit
Total Project Size	14.9 acres
Receiving Water Name	Truckee River
Water Body Types	Perennial stream, riparian areas, wetlands

Category	Data
Beneficial Uses	Municipal and Domestic Supply (MUN), Agricultural Supply (AGR), Industrial Service Supply (IND), Ground Water Recharge (GWR), Freshwater Replenishment (FRSH), Hydropower Generation (POW), Water Contact Recreation (REC-1), Noncontact Water Recreation (REC-2), Commercial and Sportfishing (COMM), Cold Freshwater Habitat (COLD), Wildlife Habitat (WILD), Preservation of Biological Habitats of Special Significance (BIOL), Rare, Threatened, or Endangered Species (RARE), Migration of Aquatic Organisms (MIGR), Spawning, Reproduction, and Development (SPWN), Water Quality Enhancement (WQE), Flood Peak Attenuation/Flood Water Storage (FLD).
Potential Water Quality Impacts	Sediment and other construction-related pollutants entering surface waters; scour around temporary trestle bridge associated with flooding; increase of turbidity due to the temporary water diversion and dewatering activities.
Federal Permit(s)	The Applicant has applied for U.S. Army Corps of Engineers (USACE) authorization to proceed under Nationwide Permit 14 (Linear Transportation Projects), pursuant to CWA section 404.
Non-Compensatory Mitigation	<p>The applicant will comply with all requirements and Best Management Practices (BMP) of State Water Board's <i>National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities</i> (General Permit) (either Order No. 2009-0009-DWQ or Order No. 2022-0057-DWQ depending on enrollment date).</p> <p>Direct impact avoidance and minimization will be implemented through the following avoidance/minimization methods:</p> <ul style="list-style-type: none"> • Use of low ground pressure equipment within wetland and riparian habitat areas, • Use of wetland protection mats, crane mats, steel plates, and protective geotextile fabrics/grids, • Use of designated access routes for heavy use areas within temporary impact areas, and • Submittal to and approval by Water Board of the Project's diversion/dewatering plan. <p>In addition to the measures above, the applicant has submitted an Habitat Mitigation and Monitoring Plan (HMMP) which includes the incorporation of BMPs into the project. All temporarily impacted waters will be restored to pre-construction conditions. The Applicant has also submitted a revegetation & permanent erosion control plan.</p>

Category	Data
Compensatory Mitigation	Compensatory mitigation will be accomplished through a combination of on-site mitigation and payment to the Truckee River Watershed Council (TRWC) in support of the Boca Unit Restoration Project. On-site mitigation will include 120 sq.ft. of stream channel river habitat restoration from the removal of two existing in stream piers. Two additional existing piers will be removed from riparian habitat resulting in 0.01 acres of riparian habitat restoration. The Applicant will make a payment in the amount of \$10,050 to the Truckee River Watershed Council for the Boca Unit Restoration Project to mitigate for 0.03 acres of impacts to waters of the U.S. from the Project.
Application Fee and Fee Code	\$22,417 – Fee Code 84 (0.921 acres x \$24,366 per discharge area acre)
Fees Received	\$22,417
Estimated Annual Fee ¹	\$2,297 (annual fee assessed each fiscal year or portion of a fiscal year during which discharges occur until the Water Board issues a Notice of Project Complete Letter to the Applicant).

¹ The actual Annual Fee will be calculated using the fee schedule in effect at the time the annual fee is assessed per California Code of Regulations, Title 23, section 2200(a)(3).

Impacts of Fill and Excavation to Waters of the State

Water-body Type	Temporary Impacts			Permanent Physical Loss of Area			Permanent Degradation of Ecological conditions		
	Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet	Acres	Cubic Yards	Linear Feet
Riparian Zone	0.65		355	0.03	193	90			
Stream Channel	0.12		200	0.01 (38.5 sq.ft.)		25			
Wetland	0.10		250						

Mitigation for Temporary Impacts

Aquatic Resource Type	Units	Establishment	Re-establishment	Rehabilitation	Enhancement	Preservation
Riparian Zone	Acres		0.65			
	Linear Feet		355			
Stream Channel	Acres		0.12			
	Linear Feet		200			
Wetland	Acres		0.10			

Mitigation for Permanent Physical Loss of Area

Aquatic Resource Type	Units	Establishment	Re-establishment	Re-habilitation	Enhancement	Preservation
Riparian Zone	Acres				0.03	
	Linear Feet					
Stream Channel	Acres		0.03 (120 sq.ft.)			
	Linear Feet					

WATER QUALITY CONTROL PLAN WASTE DISCHARGE PROHIBITIONS

The Water Board has adopted a *Water Quality Control Plan for the Lahontan Region* (Basin Plan), which, in Chapter 4.1, specifies the following hydrologic unit-specific waste discharge prohibitions for the Truckee River Hydrologic Unit.

1. *“The discharge, attributable to human activities, of any waste or deleterious material to surface waters of the Truckee River Hydrologic Unit or Little Truckee River Hydrologic Unit is prohibited.”*
2. *“The discharge or threatened discharge, attributable to human activities, of waste to lands within the 100-year floodplain of the Truckee River, Little Truckee River, and their tributaries is prohibited.”*

Project implementation will involve temporary and permanent impacts to the Truckee River and its 100-year floodplain.

The Basin Plan also specifies the following regionwide waste discharge prohibition in Chapter 4.1.

1. *“The discharge of waste that causes violation of any narrative or numeric water quality objective contained in this Plan is prohibited.”*

The Basin Plan contains the following water quality objective for turbidity in Chapter 3, page 3-6:

“Waters shall be free of changes in turbidity that cause nuisance or adversely affect the water for beneficial uses. Increases in turbidity shall not exceed natural levels by more than 10 percent.”

A clear water diversion will be implemented to isolate work areas associated with exiting pier removal, new pier installations, and temporary trestle bridge foundation installation and removal. Natural turbidity levels in the Truckee River are very low; therefore, small increases in turbidity would exceed the turbidity water quality objective.

BASIN PLAN PROHIBITION EXEMPTION CRITERIA AND FINDINGS

The Water Board may grant an exemption to Truckee River hydrologic unit-specific Prohibition 1, above, provided that all of the following specific criteria are satisfied.

- a. *“The discharge of waste will not, individually or collectively, directly or indirectly, affect beneficial uses.”*

Implementation of BMPs will ensure beneficial uses are not adversely affected.

- b. *“There is no reasonable alternative to the waste discharge.”*

Two alternatives to the Project were considered during development of the Mitigated Negative Declaration (see CEQA Compliance section herein): bridge removal and rehabilitation of the existing bridge. Bridge removal was eliminated as a viable alternative because the bridge serves as a secondary fire evacuation route for local residents and provides recreation access. Bridge rehabilitation is not viable because any rehabilitation would not be consistent with Caltrans' structural guidelines. Therefore, replacement of the bridge is necessary due to structural deficiencies of the existing bridge and in order to maintain a transportation route in the area.

- c. *“All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.”*

The applicant has submitted a Habitat Mitigation and Monitoring Plan which include the incorporation of BMPs: BIO 1-15, Bio 21-23, HAZ-2, and WQ1-7 into the project.

The Water Board may grant an exemption to Truckee River hydrologic unit-specific Prohibition 2, above, *“for the repair, replacement, or relocation of existing structures, provided that the repair, replacement or relocation does not reduce or adversely affect the existing floodplain function. Prior to granting any such exemption, the Regional Board shall require demonstration by the proposed discharger that all applicable and practicable control and mitigation measures have been incorporated into the project such that potential adverse impacts to water quality and beneficial uses are the minimum necessary to complete the project.”*

As described under exemption criterion c, above, all applicable and practicable control measures have been incorporated into the Project design. Each side of the replacement bridge abutments will be located approximately 15 feet further away from the Truckee River than the existing abutments. Hydraulic modeling has shown that floodwater elevations during a 100-year event will decrease in the Project area as compared to pre-Project conditions as a result of removing two existing concrete piers from within the Truckee River and replacing them with one smaller pier.

The Water Board may grant an exemption to regionwide Prohibition 1, above, provided the following specific criteria are satisfied.

- a. *“The discharge of waste will not, individually or collectively, directly or indirectly, adversely affect beneficial uses.”*

The potential discharge of waste resultant from Project activities will not adversely affect beneficial uses prescribed in the Basin Plan for the Truckee River. Impacts to water quality are expected to be minimal in duration and extent. This WQC permits short-term increases in turbidity of up to 10 Nephelometric Turbidity Units (NTU) over background levels in the Truckee River during routine operations and 40 NTU over background levels during in-stream activities. Turbidity readings shall be taken from a compliance point set no more than 200 feet downstream from the Project. The Applicant will provide a Clear Water Diversion and Dewatering Plan to the Water Board, for approval, that describes a turbidity monitoring protocol and appropriate BMPs that will be employed if turbidity monitoring reveals an increase in turbidity over the allowable levels stated in this WQC.

- b. *“There is no reasonable alternative to the waste discharge.”*

Due to the nature of the Project, a clear water diversion must be installed to isolate the bridge replacement work area from flowing waters.

- c. *“All applicable and practicable control and mitigation measures have been incorporated to minimize potential adverse impacts to water quality and beneficial uses.”*

A bladder dam and sheet pile isolation structures will be installed around work areas to isolate them from flowing waters. Turbidity will be monitored to ensure isolation is effective. Allowable turbidity increases will be limited to no more than 10 NTU over background levels in the Truckee River during routine operations and 40 NTU over background levels during the installation and decommissioning of the clear water diversion, ensuring adverse impacts to water quality and beneficial uses are minimized.

EXEMPTION GRANTED

Resolution No. R6T-2015-0038 delegates to the Executive Officer the authority to grant exemptions to Basin Plan waste discharge prohibitions when the Basin Plan conditions are met. As demonstrated above, the Project meets the conditions in the Basin Plan for granting an exemption. A draft notice of exemption was distributed through an interested-persons mailing list, allowing at least 10 days for comments to be submitted. The comment period ended on September 19, 2023, and no comments were received. The Project is hereby granted an exemption to the above-cited waste discharge prohibitions.

CEQA COMPLIANCE

Nevada County adopted a Mitigated Negative Declaration (State Clearinghouse No. 2019049146) in July 2019, and filed a Notice of Determination on August 15, 2019 for the Hirschdale Road Bridges Project, pursuant to the California Environmental Quality Act (CEQA).

The Water Board, acting as a CEQA Responsible Agency in compliance with CCR, title 14, section 15096, has considered Nevada County's Mitigated Negative Declaration (MND) for the Project and mitigation measures incorporated into the MND to reduce potentially significant water quality impacts to less than significant with mitigation. As a result of the analysis, the Water Board finds, with the conditions required herein, the mitigation measures in the MND are adequate to reduce potentially significant water quality impacts to less than significant. This WQC includes mitigation monitoring requirements for impacts to waters of the state.

CALIFORNIA ECOATLAS

It has been determined through regional, state, and national studies that tracking of mitigation/restoration projects must be improved to better assess the performance of these projects, following monitoring periods that last several years. In addition, to effectively carry out the State's Wetlands Conservation Policy of no net loss to wetlands, the State needs to closely track both aquatic habitat losses and mitigation/restoration project success. Therefore, the Applicant is required to provide Project information related to impacts and mitigation/restoration measures (see Additional Conditions of this WQC) to EcoAtlas using the [Project Tracker website](http://ptrack.ecoatlas.org) (<http://ptrack.ecoatlas.org>). Instructions and how to request a username and password can also be found at the Project Tracker website.

More information about the Water Board's [Clean Water Act \(CWA\) Section 401](http://www.waterboards.ca.gov/la_hontan/water_issues/programs/clean_water_act_401/index.shtml) requirements can be found at: (http://www.waterboards.ca.gov/la_hontan/water_issues/programs/clean_water_act_401/index.shtml). More information about EcoAtlas can be found at: www.ecoatlas.org.

SECTION 401 WATER QUALITY CERTIFICATION

Authority

CWA section 401 (33 U.S.C §1341) requires that any applicant for a federal license or permit, who plans to conduct any activity that may result in discharge of dredged or fill materials to waters of the U.S., must provide the permitting agency a certification from the state that the discharge will be in compliance with applicable water quality standards of the state in which the discharge will originate. The Applicant submitted a complete application and the fees required for WQC under CWA section 401 for the Project. The Applicant has applied for USACE authorization to proceed under Nationwide Permit No. 14 pursuant to CWA section 404. CCR, title 23, section 3831(e) grants the Water Board

Executive Officer the authority to grant or deny WQC for projects in accordance with CWA section 401. The Project qualifies for such WQC.

Standard Conditions

Enclosure 2 is included to justify all conditions contained herein per the CWA 401 Certification Rule Section 121.7. The following standard conditions are requirements of this WQC:

1. This WQC action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and CCR, title 23, section 3867 through section 3869.
2. This WQC action is not intended and must not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license unless the pertinent WQC application was filed pursuant to CCR title 23, section 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The WQC is conditioned upon total payment of the full fee required under CCR title 23, section 3833, unless otherwise stated in writing by the certifying agency.
4. Neither Project construction activities nor operation of the Project may cause a violation of the Basin Plan, may cause a condition or threatened condition of pollution or nuisance, or cause any other violation of the California Water Code (CWC) .
5. The Project must be constructed and operated in accordance with that described in the WQC application and supporting documentation that was submitted to the Water Board. Deviation from the Project constitutes a violation of the conditions upon which this WQC was granted. Any significant changes to this Project that would have a significant or material effect on the findings, conclusions, or conditions of this WQC, including Project operation, must be submitted to the Executive Officer for prior review and written approval.
6. This WQC is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the state of California or any subdivision thereof may result in the revocation of this WQC and civil or criminal liability.
7. The Water Board may add to or modify the conditions of this WQC as appropriate to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the CWC or section 303 of the CWA, or as appropriate to coordinate the operations of this Project with other projects where coordination of operations is reasonably necessary to

achieve water quality standards or protect the beneficial uses of water. Notwithstanding any more specific conditions in this WQC, the Project must be constructed and operated in a manner consistent with all water quality standards and implementation plans adopted or approved pursuant to the CWC or section 303 of the CWA.

8. This WQC does not authorize any act which results in the taking of a threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under the California Endangered Species Act (Fish and Game Code sections 2050, et seq.) or the federal Endangered Species Act (16 USC sections 1531, et seq.). If a "take" will result from any act authorized under this WQC, the Applicant must obtain authorization for the take prior to construction or operation of the Project. The Applicant is responsible for meeting all applicable requirements of the Endangered Species Act for the Project authorized under this WQC.

Additional Conditions

Pursuant to CCR title 23, the following additional conditions are requirements of this WQC:

1. Within thirty (30) days from the date of issuance of this Order for WQC, the Applicant is required to upload Project information (all information fields required by EcoAtlas), including a Project map (either using upload or draw polygon features) to the following website: <http://ptrack.ecoatlas.org/>. Amendments to and monitoring reports associated with the Project must be updated on EcoAtlas (using the "Files and Links" tab under "Projects" in EcoAtlas) in addition to any other reporting required as part of this WQC.
2. At least 30 days prior to Project commencement, the Applicant must provide documentation to the Water Board that they have made a payment in the amount of \$10,050 to the Truckee River Watershed Council for the Boca Unit Restoration Project to mitigate for 0.03 acres of impacts to waters of the U.S. from the Project.
3. Within 72 hours prior to Project commencement, the Applicant must notify Water Board with a Project implementation schedule.
4. Trestle removal contingency plan – the onsite engineer shall monitor NOAA, NWS Reno, and Farad Station weekly to determine the Truckee River flow rate and forecasted weather within the Project area. If the flow rate is approaching, or exceeding, 6,000 cubic feet per second (cfs) and inclement weather is forecasted, the Contractor shall remove the temporary trestle bridge spans within 12 calendar days. The contractor shall also install rock armor protection on the temporary fill at the temporary trestle bridge approaches.

5. A detailed clear water Diversion and Dewatering Plan must be submitted to Water Board staff for written acceptance at least 60 days prior to beginning work in jurisdictional surface waters. The plan must describe the methods to be used to isolate work areas from surface waters, dewater excavation areas, and dispose of dewatering waste. The plan must include diagrams for water diversions and maps of the waste disposal areas. Additionally, a plan for monitoring potential impacts (e.g., measuring turbidity up- and down-stream, sampling protocols, frequency at specified stages of construction, and locations) to water quality during active work periods must be included. Implementation of the Diversion and Dewatering Plan is required following written acceptance by Water Board staff. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives for the receiving waters as defined and described in the Basin Plan (http://www.waterboards.ca.gov/Lahontan/water_issues/programs/basin_plan/index.shtml).
6. Bladderdams must be removed during periods of construction inactivity, including the winter season between construction seasons when work will cease. (HMMP BIO-21)
7. Work in the live channel of the Truckee River shall be limited to the period of June 15 through October 15 unless an extension is granted in writing by Water Board staff. (BIO-2a)
8. At least 60 days prior to commencement of bridge demolition activities, the Applicant shall provide a Demolition Plan for Water Board staff review and acceptance. At a minimum, the Demolition Plan shall include measures to catch dust, slurry, and chunks of concrete to ensure waste does not enter the Truckee River. (BIO-4)
9. Environmentally Sensitive Areas (ESAs) will be designated at the edge of work adjacent to all Waters of the State to prevent encroachment surface waters. ESA limits will be marked using orange snow fencing or equivalent and will remain in place and maintained in good condition until construction is complete. No construction material or debris shall be allowed to enter surface waters.
10. Willow plugs shall be incorporated into all rock slope protection. Willows shall have a 70 % survival rate by Year 5 as specified in the HMMP.
11. All excess sediment excavated from the site that is not used on-site will be removed from the site and stockpiled in an upland location so as to not be transported by wind or water into surface water. An adequate combination of sediment and erosion control BMPs must be implemented and maintained, as needed, to temporarily stabilize stockpiled soils until such time that they are reused and/or permanently stabilized.

12. As required by Nevada County's Initial Study with Mitigated Negative Declaration Mitigation Measure HAZ-2, soil at locations HBTR-SS-7A, HBHO-SS-2A, and HBHO-SS-6a shall be covered with one foot of clean soil or with pavement, or alternately the upper six inches of soil shall be excavated, stockpiled, placed as fill, and covered with at least one foot of clean soil or with pavement. The soil shall not be stockpiled or buried outside of the project construction corridor, and soil excavated from these areas shall be placed above the ordinary high-water mark of the Truckee River.
13. Restoration of temporary disturbances and temporary discharges of fill to waters of the state must be achieved as outlined in the HMMP. Monitoring of the onsite revegetation will occur four times annually during the five-year monitoring period and until success criteria is met. If the success criteria are not on the trajectory to be met, adaptive management corrective actions shall be taken. Annual reports detailing the quarterly monitoring visits of each year will be submitted by January 31st of the year following the monitoring period.
14. To document the completion of the Project, the Applicant must submit a Project Completion Report to the Water Board within 60 days following completion of the Project, including successful completion of all required mitigation and associated monitoring and reporting, if applicable. The Project Completion Report should include the following, at minimum: (1) a summary of the Project activities including: the date(s) those activities were performed, identification of work locations, techniques used (hand tools, mechanized equipment, etc.), and activities related to construction storm water controls and the BMPs used; (2) a description of the areas of temporary and permanent disturbance to waters of the state and volume of rip-rap and backfill/cover used (cubic yards); and (3) a summary of any activities that deviated from those described in the original application and supporting documents.
15. This WQC does not authorize emergency repair activities. The Applicant is required to apply for separate authorization to perform emergency repairs should that be necessary.
16. Construction equipment vehicles and equipment must be monitored for leaks, and proper BMPs must be implemented should leaks be detected, or the vehicles/equipment must be removed from service, if necessary, to protect water quality.
17. Debris, cement, concrete (or wash water therefrom), oil or other petroleum products (e.g. asphalt grindings) must not be allowed to enter or be placed where they may be washed from the Project site by rainfall or runoff into waters of the state. When operations are completed, any excess material must be removed from the Project work area and any areas adjacent to the work area where such material may be transported into waters of the state.

18. The Applicant must immediately notify Water Board staff by telephone whenever an adverse condition occurs as a result of this discharge. Such a condition includes, but is not limited to, a violation of the conditions of this WQC, a spill of petroleum products or toxic chemicals, or damage to control facilities that would cause noncompliance. A written notification of the adverse condition must be provided to the Water Board within two weeks of occurrence. The written notification must identify the adverse condition, describe the actions completed or necessary to remedy the condition, and specify a timetable, subject to any modifications by Water Board staff, for the remedial actions, if not already accomplished.
19. An "Annual Fee" will be assessed each year this WQC remains in "Active" status. The actual Annual Fee will be calculated using the fee schedule in effect at the time the annual fee is assessed per California Code of Regulations, title 23, section 2200(a)(3). The Annual Fee will apply each fiscal year or portion of fiscal year until the Applicant submits a Project Completion Report (see Additional Condition No. 14 above) and Water Board staff issues a Notice of Project Complete Letter to the Applicant.
20. An emergency spill kit must always be at the Project site during the Project.
21. The Applicant must permit Water Board staff or its authorized representative upon presentation of credentials:
 - a. Entry onto Project premises, including all areas on which wetland fill or wetland mitigation is located or in which records are kept.
 - b. Access to copy any record required to be kept under the terms and conditions of this WQC.
 - c. Inspection of any treatment equipment, monitoring equipment, or monitoring method required by this WQC.
 - d. Sampling of any discharge or surface water covered by this WQC.
22. The Applicant must prevent the introduction or spread of noxious/invasive organisms within the Project and staging areas. The control measures may include the treatment of onsite infestations, the cleaning of all equipment and gear that has been in an infested site, the use of weed-free erosion control materials (including straw), and the use of weed-free seeds and plant material for revegetation of disturbed areas.
23. The Applicant must maintain at the Project site a copy of this WQC and a copy of the complete WQC application provided to the Water Board so as to be available at all times to site operating personnel and agencies.
24. The Applicant is responsible for informing any contractors of the specific conditions contained in this WQC.

Enforcement

In the event of any violation or threatened violation of the conditions of this WQC, the violation or threatened violation must be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of CWA section 401(d), the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this WQC.

In response to a suspected violation of any condition of this WQC, the State Water Board or the Water Board may require the holder of any permit or license subject to this WQC to furnish, under penalty of perjury, any technical or monitoring report the State Water Board or Water Board deems appropriate, provided that the burden, including costs, of the reports must be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.

In response to any violation of the conditions of this WQC, the Water Board may add to or modify the conditions of this WQC as appropriate to ensure compliance.

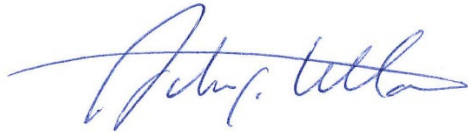
Section 401 Water Quality Certification Requirements Granted

I hereby issue this WQC certifying that any discharge from the referenced Project will comply with the applicable provisions of CWA sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), and with other applicable requirements of state law. Notwithstanding any determinations by the U.S. Army Corps of Engineers or other federal agency made pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this certification because this discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification" which requires compliance with all conditions of this WQC. A copy of State Water Board Order No. 2003-0017-DWQ is enclosed for your reference (Enclosure 3).

Except insofar as may be modified by any preceding conditions, all WQC actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the Applicant's Project description and the terms specified in this WQC, and (b) compliance with all applicable requirements of the Basin Plan.

Electronic document submittal is required. Please send all future correspondence regarding this Project to the Water Board's email address at lahontan@waterboards.ca.gov and include your WDID No. and Project/Facility Name in the subject line.

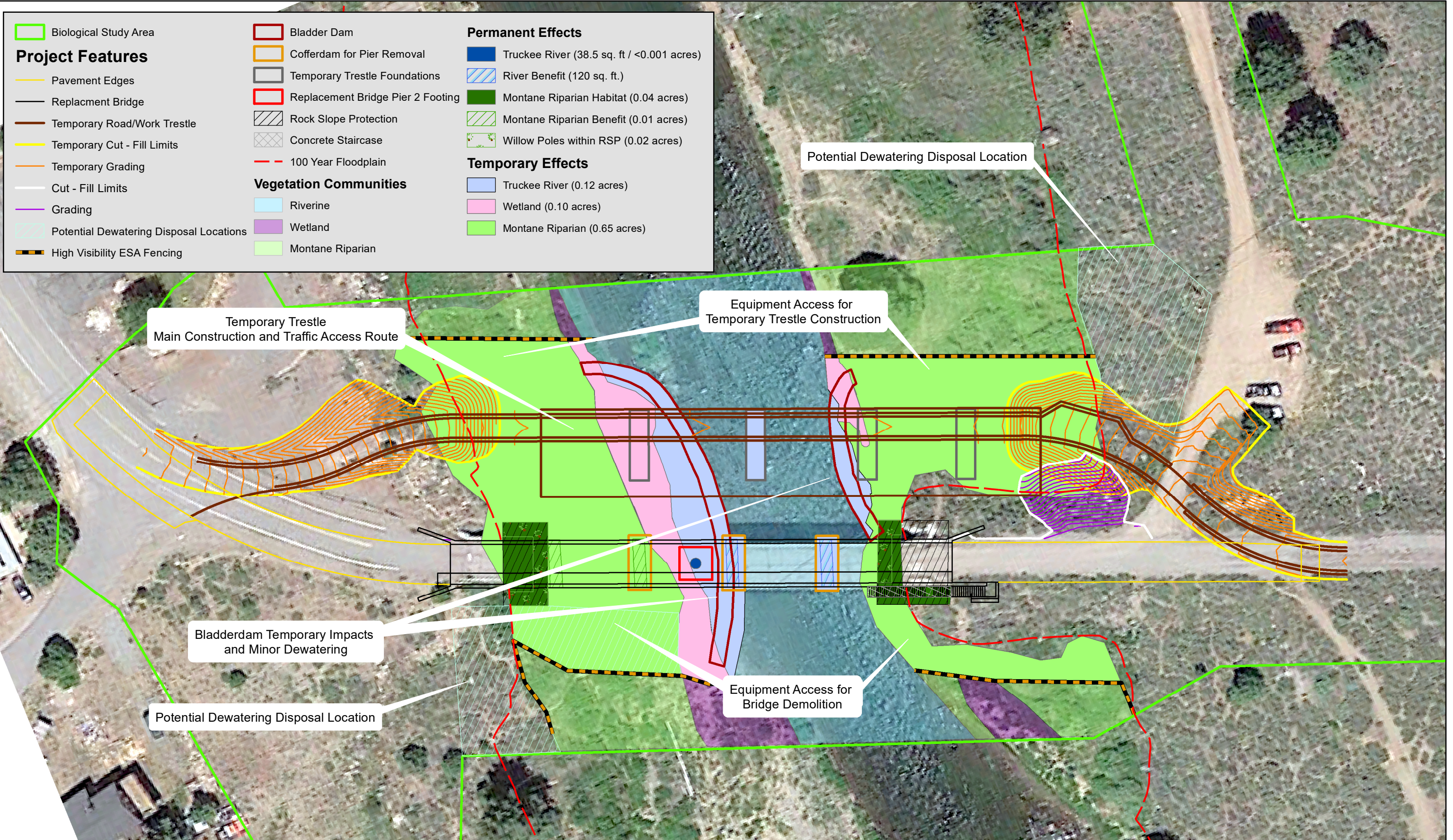
We look forward to working with you in your efforts to protect water quality. If you have any questions regarding this matter, please contact Bryan Talmadge, Water Resource Control Engineer at (530) 542-5422 (bryan.talmadge@waterboards.ca.gov) or Trevor Miller, Senior Water Resource Control Engineer, at (530) 542-5430 (trevor.miller@waterboards.ca.gov)



for MICHAEL R. PLAZIAK, PG
EXECUTIVE OFFICER

Enclosures: (1) Project Layout
(2) 121.7 Conditions Justification
(3) SWRCB Order No. 2003-0017-DWQ

cc: Pat Perkins, Nevada County Department of Public Works
Sarah Holm, Dokken Engineering
Joe Morgan, USEPA
Hudson Slay, USEPA
SWRCB, Division of Water Quality
Regulatory Mailbox, USACE
L. Kasey Sirkin, USACE
Caitlyn Oswald, CDFW
Andrew Jensen, Lahontan Water Board
Trevor Miller, Lahontan Water Board
Bryan Talmadge, Lahontan Water Board



V:\2247 Truckee River BR\Permits\F4 Project Effects to Jurisdictional Waters 2022-12-22.mxd

Source: BING Maps Online; Dokken Engineering 3/24/2023; Created By: hsheldon

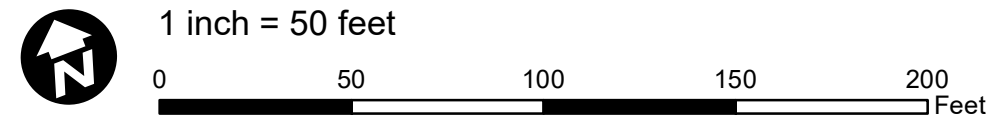


FIGURE 4
Project Effects to Aquatic Resources
 Hirschdale Road Bridges Project
 Nevada County, California

Title 40 CFR Section 121.7(d)(1) General Justification for Conditions

The purpose of this attachment is to comply with Title 40, Code of Federal Regulations (CFR) Part 121.7(d)(1), which requires an explanation of why a condition is necessary to assure that the authorized discharge will comply with water quality requirements, and a citation to federal, state, or tribal law that authorizes the condition.

These conditions are also generally required to comply with the state's Anti-Degradation Policy (State Board Resolution No. 68-16), which requires that any "activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained." All Regional Board Water Quality Control Plans incorporate the state's Anti-Degradation Policy by reference. The state Anti-Degradation Policy incorporates the federal Antidegradation Policy (40 CFR Part 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected." According to U.S. EPA, dischargers of dredged or fill material comply with the federal Antidegradation Policy by complying with U.S. EPA's section 404(b)(1) Guidelines. The State Water Boards adopted a modified version of U.S. EPA's section 404(b)(1) Guidelines in the Dredge or Fill Procedures (State Supplemental Guidelines).

The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures) was adopted on April 2, 2019 and went into effect on May 28, 2020. The Dredge or Fill Procedures were adopted pursuant to the State Water Board's authority under Water Code section 13140 (state policy for water quality control) and 13170 (water quality control plan), and accordingly have regulatory effect. Consistent with Government Code, section 11353, a clear and concise summary of the Dredge or Fill Procedures is available in California Code of Regulations, section 3013. Per the Procedures, the permitting authority may only approve a project if the demonstrations set forth in Section IV.B.1 have been made. The information required by Section IV.A is necessary to ensure compliance with Section IV.B.1. For example, as set forth in section IV.A.2.c, water quality monitoring plans are required for any in-water work, including temporary dewatering or diversions.

California Code of Regulations, title 23, Chapter 28 also sets forth regulations pertaining to water quality certifications. Section 3856 sets forth information that must be included in water quality certification requests, includes a description of steps that have or will be taken to avoid, minimize, and compensate for impacts to waters of the state. Section 3860 sets for standard conditions that shall be included in all water quality certification actions.

Conditions related to monitoring and reporting are authorized because the Water Boards have the authority to investigate the quality of any waters of the state within its region under Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this order are sufficient to protect beneficial uses and water quality objectives. The reports related to

accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting. Conditions related to signatory requirements are also authorized by Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Water Boards, under penalty of perjury, any technical or monitoring program reports as required by the Water Boards. The signatory requirements are consistent with 40 C.F.R. section 122.22.

Conditions related to site access requirements are authorized pursuant to the Water Boards' authority to investigate the quality of any waters of the state within its region under Water Code section 13267. Water Code section 13267(c) provides that "the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with."

Conditions related to activities that require grading, construction, excavation, and vegetation removal are necessary because such activities may result in erosion, increased sediment loads, turbidity, or other discharges that adversely affect water quality. These conditions are required to assure that the discharges from such activities do not exceed water quality objectives established in Water Quality Control Plans, including water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity.

Conditions related to placement of structures within waters are required to assure that they do not create physical barriers to fish passage and spawning activities, which may result in an impairment of state water quality objectives, including but not limited to Rare, Threatened, or Endangered Species (RARE), Spawning, Reproduction, and/or Early Development (SPWN), Cold Fresh Water Habitat (COLD), or Warm Fresh Water Habitat (WARM), which occur in all regions of the state. Conditions related to placement of structures within waters of the state are also required to assure that they do not result in adverse impacts related to hydromodification. Failure to comply with these conditions may trigger bank failure, channel incision, or headcutting along the channel thalweg, creating excess sediment and barriers to fish passage.

Conditions related to discharge prohibitions are necessary to prevent violation of water quality objectives. These conditions are authorized by Water Code section 13264, which prohibits any discharge that is not specifically authorized in this General Order.

Conditions related to the discharge of chemical additives or treated waters are necessary to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. Water Quality Control Plans prohibit discharges of substances in concentrations toxic to human, plant, animal, or aquatic life. Toxic compounds can impair the beneficial uses of cold fresh water habitat, estuarine habitat, marine habitat, preservation of rare and endangered species, fish migration, fish spawning, warm fresh water habitat, and wildlife habitat.

Conditions related to concrete/cement are required pursuant to the Water Quality Control Plans, which prohibit discharges to waters that adversely raise or lower pH levels.

Notwithstanding any determinations by the U.S. Army Corps or other federal agency made pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this certification because the

certification also serves as waste discharge requirements in accordance with State Water Board Water Quality General Order No. 2003-0017-DWQ.

STATE WATER RESOURCES CONTROL BOARD

WATER QUALITY ORDER NO. 2003 - 0017 - DWQ

STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR DREDGED OR FILL DISCHARGES THAT HAVE RECEIVED STATE WATER QUALITY CERTIFICATION (GENERAL WDRs)

The State Water Resources Control Board (SWRCB) finds that:

1. Discharges eligible for coverage under these General WDRs are discharges of dredged or fill material that have received State Water Quality Certification (Certification) pursuant to federal Clean Water Act (CWA) section 401.
2. Discharges of dredged or fill material are commonly associated with port development, stream channelization, utility crossing land development, transportation water resource, and flood control projects. Other activities, such as land clearing, may also involve discharges of dredged or fill materials (e.g., soil) into waters of the United States.
3. CWA section 404 establishes a permit program under which the U.S. Army Corps of Engineers (ACOE) regulates the discharge of dredged or fill material into waters of the United States.
4. CWA section 401 requires every applicant for a federal permit or license for an activity that may result in a discharge of pollutants to a water of the United States (including permits under section 404) to obtain Certification that the proposed activity will comply with State water quality standards. In California, Certifications are issued by the Regional Water Quality Control Boards (RWQCB) or for multi-Region discharges, the SWRCB, in accordance with the requirements of California Code of Regulations (CCR) section 3830 et seq. The SWRCB's water quality regulations do not authorize the SWRCB or RWQCBs to waive certification, and therefore, these General WDRs do not apply to any discharge authorized by federal license or permit that was issued based on a determination by the issuing agency that certification has been waived. Certifications are issued by the RWQCB or SWRCB before the ACOE may issue CWA section 404 permits. Any conditions set forth in a Certification become conditions of the federal permit or license if and when it is ultimately issued.
5. Article 4, of Chapter 4 of Division 7 of the California Water Code (CWC), commencing with section 13260(a), requires that any person discharging or proposing to discharge waste, other than to a community sewer system, that could affect the quality of the waters of the State,¹ file a report of waste discharge (ROWD). Pursuant to Article 4, the RWQCBs are required to prescribe waste discharge requirements (WDRs) for any proposed or existing discharge unless WDRs are waived pursuant to CWC section 13269. These General WDRs fulfill the requirements of Article 4 for proposed dredge or fill discharges to waters of the United States that are regulated under the State's CWA section 401 authority.

¹ "Waters of the State" as defined in CWC Section 13050(e)

6. These General WDRs require compliance with all conditions of Certification orders to ensure that water quality standards are met.
7. The U.S. Supreme Court decision of *Solid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers*, 531 U.S. 159 (2001) (the SWANCC decision) called into question the extent to which certain “isolated” waters are subject to federal jurisdiction. The SWRCB believes that a Certification is a valid and enforceable order of the SWRCB or RWQCBs irrespective of whether the water body in question is subsequently determined not to be federally jurisdictional. Nonetheless, it is the intent of the SWRCB that all Certification conditions be incorporated into these General WDRs and enforceable hereunder even if the federal permit is subsequently deemed invalid because the water is not deemed subject to federal jurisdiction.
8. The beneficial uses for the waters of the State include, but are not limited to, domestic and municipal supply, agricultural and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, and preservation and enhancement of fish, wildlife, and other aquatic resources.
9. Projects covered by these General WDRs shall be assessed a fee pursuant to Title 23, CCR section 3833.
10. These General WDRs are exempt from the California Environmental Quality Act (CEQA) because (a) they are not a “project” within the meaning of CEQA, since a “project” results in a direct or indirect physical change in the environment (Title 14, CCR section 15378); and (b) the term “project” does not mean each separate governmental approval (Title 14, CCR section 15378(c)). These WDRs do not authorize any specific project. They recognize that dredge and fill discharges that need a federal license or permit must be regulated under CWA section 401 Certification, pursuant to CWA section 401 and Title 23, CCR section 3855, et seq. Certification and issuance of waste discharge requirements are overlapping regulatory processes, which are both administered by the SWRCB and RWQCBs. Each project subject to Certification requires independent compliance with CEQA and is regulated through the Certification process in the context of its specific characteristics. Any effects on the environment will therefore be as a result of the certification process, not from these General WDRs. (Title 14, CCR section 15061(b)(3)).
11. Potential dischargers and other known interested parties have been notified of the intent to adopt these General WDRs by public hearing notice.
12. All comments pertaining to the proposed discharges have been heard and considered at the November 4, 2003 SWRCB Workshop Session.
13. The RWQCBs retain discretion to impose individual or general WDRs or waivers of WDRs in lieu of these General WDRs whenever they deem it appropriate. Furthermore, these General WDRs are not intended to supersede any existing WDRs or waivers of WDRs issued by a RWQCB.

IT IS HEREBY ORDERED that WDRs are issued to all persons proposing to discharge dredged or fill material to waters of the United States where such discharge is also subject to the water quality certification requirements of CWA section 401 of the federal Clean Water Act (Title 33 United States Code section 1341), and such certification has been issued by the applicable RWQCB or the SWRCB, unless the applicable RWQCB notifies the applicant that its discharge will be regulated through WDRs or waivers of WDRs issued by the RWQCB. In order to meet the provisions contained in Division 7 of CWC and regulations adopted thereunder, dischargers shall comply with the following:

1. Dischargers shall implement all the terms and conditions of the applicable CWA section 401 Certification issued for the discharge. This provision shall apply irrespective of whether the federal license or permit for which the Certification was obtained is subsequently deemed invalid because the water body subject to the discharge has been deemed outside of federal jurisdiction.
2. Dischargers are prohibited from discharging dredged or fill material to waters of the United States without first obtaining Certification from the applicable RWQCB or SWRCB.

CERTIFICATION

The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of an order duly and regularly adopted at a meeting of the State Water Resources Control Board held on November 19, 2003.

AYE: Arthur G. Baggett, Jr.
Peter S. Silva
Richard Katz
Gary M. Carlton
Nancy H. Sutley

NO: None.

ABSENT: None.

ABSTAIN: None.


Debbie Irvin
Clerk to the Board

APPENDIX C: US Army Corp of Engineers 404 Permit



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

October 3, 2023

Regulatory Division (SPK-2021-00292)

Nevada County Public Works Department
Attn: Mr. Patrick Perkins
950 Maidu Avenue, Suite 170
Nevada City, CA 95959-8600
Patrick.Perkins@co.nevada.ca.us

Dear Mr. Perkins:

We are responding to your October 25, 2021, pre-construction notification (PCN) for a Department of the Army (DA) permit for the Hirschdale Road Bridges Project. The approximately 1.26-acre project site is located at the intersection of the Truckee River and Hirschdale Avenue, at Latitude 39.36765°, Longitude -120.07591°, approximately one mile south of Interstate 80, within the City of Hirschdale, Nevada County, California.

Based on the information you provided to this office, the Hirschdale Road Bridges Project involves the discharge of dredged and fill material into 0.001 acre/38.5 square-feet of waters of the U.S. for the removal and re-construction of a bridge, including construction of a temporary bridge, all subject to Section 404 of the Clean Water Act. The specific activities that require DA authorization are the dewatering, grading, and the removal and replacement of fill material in waters of the U.S. The project would result in permanent impacts to approximately 0.001 acres/38.5 square feet of the Truckee River for the placement of rock slope protection adjacent to the abutments. The proposed project would also result in temporary impacts to 0.10-acre of the Truckee River and 0.05 acre of the adjacent wetlands for the placement of cofferdams for dewatering. The proposed activities would be conducted in accordance with the *Nevada County Department of Public Works Project Plans for Hirschdale Road Over Truckee River Bridge Replacement Project Federal Project No. BRLO-5917 (092)*, plans dated October 2020.

We have determined that activities in waters of the U.S. associated with the project are authorized by Nationwide Permit Number (NWP) 14, *Linear Transportation Projects*. You must comply with all terms and conditions of the NWP 14 and applicable regional conditions. Enclosed is information about the NWP terms and conditions (Enclosure 1). You should pay particular attention to General Conditions 1, 2, 6, 8, 9, 10, 11, 12, 13, 14, 17, 18, 21, 23, 25, 29, 30, and 32. In addition, your work must comply with the following special conditions:

1. At least 10 days prior to initiation of construction activities in waters of the U.S. authorized by this verification, you shall notify this office in writing of the anticipated start date for the work. No later than 10 calendar days following completion of construction activities in waters of the U.S. authorized by this verification, you shall notify this office in writing that construction activities have been completed.

2. This Corps permit does not authorize you to take an endangered species, in particular Lahontan cutthroat trout (LCT, *Oncorhynchus clarkii henshawi*). In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). The enclosed U.S. Fish and Wildlife Service (USFWS) BO (Number 2017-I-0524, dated July 31, 2017) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the BO. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with "incidental take" of the attached BO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. The USFWS is the appropriate authority to determine compliance with the terms and conditions of their BO, and with the ESA.

3. Prior to the initiation of any construction activities in waters of the U.S. authorized by this verification, you shall construct best management practices (BMPs) as identified in the April 6, 2021, *Section 404 Pre-Construction Notification Hirschdale Road Bridge Project - Continuation Pages*, prepared by the Nevada County Public Works Department, which is hereby incorporated by reference as a condition of this verification. You shall ensure the BMPs are inspected monthly and maintained in good condition while ground disturbing activities are occurring, until construction activities in waters of the U.S. authorized by this verification are complete. All BMPs shall remain until construction activities within are completed and all disturbed soils are stabilized.

4. You are responsible for all work authorized herein and ensuring that all contractors and workers are made aware and adhere to the terms and conditions of this permit /verification. You shall ensure that a copy of the permit/verification and associated drawings are available for quick reference at the project site until all construction activities in waters of the U.S. authorized by this permit/verification are completed.

5. You shall comply with all terms and conditions of the enclosed September 20, 2023, Section 401 Water Quality Certification. Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 14, 2026, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance, or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff and processes. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2021-00292 in any correspondence concerning this project. If you have any questions, please contact L. Kasey Sirkin by email at l.k.sirkin@usace.army.mil, or telephone at 707-443-0855.

Sincerely,



Hillary Regnart
Senior Project Manager
CA North Section

Enclosures

cc: (w/encls)

Mr. Chris Carroll, California Department of Transportation, Chris.Carrol@dot.ca.gov

Ms. Hanna Sheldon, Dokken Engineering, HSheldon@dokkenengineering.com

Mr. Bryan Talmadge, Lahontan Water Board, bryan.talmadge@waterboards.ca.gov

COMPLIANCE CERTIFICATION

Permit File Name: Hirschdale Road Bridges Project

Action ID: SPK-2021-00292

Nationwide Permit Number: NWP 14, *Linear Transportation Projects*

Permittee: Nevada County Public Works Department
Attn: Mr. Patrick Perkins
950 Maidu Avenue, Suite 170
Nevada City, CA 95959-8600

County: Nevada County

Date of Verification: October 3, 2023

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
Attn: Hillary Regnart
1325 J Street, Room 1827
Sacramento, CA 95814-2922
SPKRegulatoryMailbox@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature

Date

APPENDIX D: Department of Fish and Wildlife – 1602 Streambed Alteration Agreement



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



10/5/2022

Patrick Perkins
Nevada County Public Works Department
950 Maidu Avenue
Suite 170
Nevada City, CA 95959
patrick.perkins@co.nevada.ca.us

**Final Streambed Alteration Agreement
EPIMS Notification No. NEV-15528-R2
Truckee River; Hirschdale Road Bridge**

Dear Mr. Perkins:

Attached is the final Streambed Alteration Agreement (Agreement) for the Hirschdale Road Bridge (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Caitlyn Oswalt, Environmental Scientist at (916) 358-4315 or by email at caitlyn.oswalt@wildlife.ca.gov.

Sincerely,

DocuSigned by:

1ABC45303752499...

Tanya Sheya
Environmental Program Manager

ec: Caitlyn Oswalt, Environmental Scientist
caitlyn.oswalt@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT

EPIMS NOTIFICATION No. NEV-15528-R2
TRUCKEE RIVER

NEVADA COUNTY PUBLIC WORKS DEPARTMENT
HIRSCHDALE ROAD BRIDGE

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Nevada County Public Works Department (Permittee) as represented by Patrick Perkins.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on January 6, 2021 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with this Agreement.

PROJECT LOCATION

The project is located at the Truckee River, in the County of Nevada, State of California; Latitude 39.36765, Longitude -120.075911; Assessor's Parcel Number [APN] 048-100-010-000.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the removal of the existing bridge along the Truckee River, including foundations, and the construction of a new bridge within the same general footprint (See Exhibit A).

Access will be maintained during most of construction via a temporary 40-foot-wide trestle installed across the Truckee River upstream of the existing bridge for use by the

public as well as the contractor. The temporary trestle may consist of several spans of steel girder with timber decking. The temporary trestle will be supported on a combination of temporary driven piles or precast concrete blocks, some of which may be located within the normal river water level.

The new bridge will be a 2-span, cast-in-place, concrete box girder on approximately the same alignment as the existing bridge. The new bridge will be 276 feet long and 26 feet wide. The bridge will provide 16 feet between barrier and curb with a 6-foot wide sidewalk and up to a 2-foot-wide barrier on each side. New abutments will be reconstructed approximately 15 feet farther away from the river on each side. A 10x40-foot concrete staircase will be incorporated into the rock slope protection installed on the southeast side of the bridge, adjacent to the abutment. The new pier will consist of a single column supported on driven steel piles or micro-piles with a pile cap. Any pile driving activities will be conducted in isolation of the active river. A diversion structure (bladder dam, polyethylene plastic lined sandbags or k-rail, etc.) will be used adjacent to the new pier to keep pile driving activities (including noise and vibrations) separate from the active river. Similar water diversion will be used for the construction and removal of the temporary trestle. Excavation for the new foundation at the new pier will be within temporary steel shoring. Seat type abutments at each end of the bridge will be supported on driven steel piles or micro piles. A fiber optic line attached to the existing bridge will have to be temporarily relocated and then reset within the new bridge spans. Construction will include 150 feet of approach on either side of the bridge and will include necessary guard railing. The existing Abutment 6 will be removed, and the area will be restored. Additionally, two ponderosa pine (trunk diameter range 6-12 inches) and one large willow tree (trunk diameter range 6-12 inches) will be impacted within the montane riparian habitat on the west bank of the Truckee River due to construction of the temporary trestle and road.

A variety of earthmoving equipment such as scrapers, excavators, backhoes, compactors, graders, cranes, loader and bulldozers will do most of the earthmoving work within the site. Water trucks, dump trucks, and utility trucks will be present. Access to the site will be from Hirschdale Road and staging will occur the dirt road east of the existing bridge and at the turnaround/parking area off Hirschdale Road.

Exhibit B shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: the yellow warbler (*Dendroica petechia brewsteri*), the willow flycatcher (*Empidonax tailii*), big brown bat (*Eptesicus fuscus*), silver-haired bat (*Lasionycteris noctivagans*), and Yuma myotis (*Myotis yumanensis*), fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct

take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by construction activities; impediment to migration of aquatic and terrestrial species during construction; and direct loss of resources for aquatic organisms. Introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from construction); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during construction; increase of bank erosion during construction; disturbance from project activity; diversion of flow water from, or around, activity site; and dewatering.

The project will cause permanent impacts to 0.04 acre of riparian habitat, and less than 0.001 acres of wetland habitat. It will temporarily disturb 0.48 acres of riparian habitat, 0.05 wetland habitat, and 0.04 acres of live channel.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. The Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.

- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (MND (SCH No. 2019049146), and all associated documents by the Nevada County as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the project commences.
- 1.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations. Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. Project activities covered under this Agreement shall be confined to the period between May 1 and November 15 of the same calendar year during the term of this Agreement. *Revegetation, restoration and erosion control work is not confined to this time period.*
- 2.2 Work Period Modification. If the Permittee needs more time to complete the project activity, the work may be permitted outside of the work period, within the specific year, and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The Permittee shall submit a written request for a work period variance to CDFW. The work period

variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.

- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period shall be restricted to periods of low rainfall (less than $\frac{1}{4}$ -inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. *All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.*
- 2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.5 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.
- 2.6 Designated Biologist(s). At least ten (10) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biologist(s) (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist(s) before starting Project activities. Permittee shall also obtain CDFW's written approval before starting Project activities if the Designated Biologist must be changed. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology and natural history of the fish and wildlife species that may be present in the Project area. The Designated Biologist shall be onsite during all riparian vegetation removal activities and stream habitat excavation activities, to help minimize impacts to fish and wildlife resources.

- 2.7 Qualified Bat Biologist. The Permittee shall retain a biologist with expertise and experience with bats and their habitat. The minimum qualifications for the biologist include at least three years of experience in conducting bat habitat assessments, night-time emergence surveys, and acoustic monitoring. The biologist must have adequate experience identifying local bat species (visual and acoustic identification), type of habitat, and differences in roosting behavior and types (i.e. day, night, maternity). The Permittee shall submit the name, qualifications, business address, and contact information for a Qualified Bat Biologist to CDFW in writing, no less than ten (10) business days prior to performing bat habitat assessments. Permittee shall obtain CDFW's written approval of the Qualified Bat Biologist prior to the commencement of bat habitat assessments and surveys.
- 2.8 Designated Biologist Stop Work Authorization. The Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources.

Biological Resources

- 2.9 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed.
- 2.10 Special-Status Species Encountered During Work. If the Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to the CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.11 Nesting Bird Survey. If project -related activities are scheduled during the nesting season (typically February 1 to August 31), a focused survey for nests shall be conducted by a Designated Biologist within fourteen (14) days prior to the beginning of project-related activities. The Designated Biologist shall survey the area within a minimum 500-foot (for migratory birds) and 1/2-mile (for raptors) radius around the Project area. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.
- 2.11.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of

noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

2.11.2 Project Delay. If a lapse in Project-related work of fourteen (14) days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.

2.11.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

2.12 Willow Flycatcher (WIFL). A Designated Biologist shall survey the project area and its vicinity (within 300 feet) for presence of suitable WIFL habitat. If habitat is present, surveys shall be completed before operations begin to determine if WIFL are present, unless operations are conducted outside the WIFL breeding season (May 1 through August 31). If current-year surveys determine the presence of WIFL, the following additional measures shall be followed:

2.12.1 No operations shall occur during the breeding season (May 1 through August 31) within 300 feet of the WIFL habitat where WIFL have been found present.

2.12.2 Any operations conducted within or adjacent to suitable WIFL habitat, where WIFL have been found, shall not damage or destroy willows or other riparian shrubs, unless agreed upon through consultation with CDFW.

2.13 Pre-Construction Bat Surveys. The Qualified Bat Biologist shall conduct pre-construction surveys for bats a minimum of ten (10) calendar days prior to the beginning of Project-related activities. The pre-construction survey shall be performed at potential roost structures 45 minutes before sunset and continue to the survey until 2 hours after sunset. A minimum of three emergence surveys within a seven (7) day time period shall be conducted by the Qualified Bat Biologist. If bats are detected, subsequent surveys will not be necessary and the Permittee shall develop and submit to CDFW for review and approval, either: a) a bat avoidance plan, Measure 2.13.1, or b) a bat exclusion plan, Measure 2.13.2. Results of the survey shall be submitted to CDFW within two business days of survey completion. The survey shall identify: 1) the exact location of all roosting sites (location shall be adequately described and drawn on a map), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost: maternity, hibernation, night roost (rest at night while out feeding) versus a day roost (resting during the day) must also be clearly stated.

2.13.1 Bat Avoidance Plan. The Qualified Bat Biologist shall prepare a Bat

Avoidance Plan if maternity or hibernation roosts are identified during pre-construction surveys. The Bat Avoidance Plan shall include detailed measures to avoid and minimize impacts to roosting bats in and near the construction areas. The Permittee shall submit the Bat Avoidance Plan to CDFW ten (10) business days prior to commencing Project-related activities within an avoidance buffer of 500 feet of a known roost. No Project-related work shall occur within the avoidance buffer without specific notice to and consultation with CDFW.

2.13.2 Bat Exclusion Plan. To exclude bats from roosting in the Project Area, the Permittee shall provide a Bat Exclusion Plan to CDFW ten (10) business days prior to commencing Project-related activities for preventing entry/reentry of bats into roosting habitat within the Project Area. The exclusion devices (e.g., one-way doors, lights and fans, foam, or steel wool) shall be installed outside of the maternity (April 15 to August 31) or hibernation (October 15 to March 1) season and installed no later than seven (7) calendar days prior to Project-related activities. The Qualified Bat Biologist shall visually monitor exclusion devices for effectiveness and determine that the bats no longer occupy the structure prior to the start of Project-related activities. Exclusion netting shall not be used to exclude bats from the Project Area.

2.14 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

Revegetation and Restoration

2.15 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a locally native grass mix, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.

2.16 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.

2.17 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species

include those identified in the California Invasive Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

Erosion Control/Stabilization

- 2.18 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.
- 2.18.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.
- 2.18.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.
- 2.18.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.
- 2.19 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.
- 2.20 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and*

Restoration section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.

- 2.21 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

- 2.22 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.23 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.24 Material Storage. Project construction material and/or equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.
- 2.25 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow

equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

- 2.26 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.27 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.28 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.29 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred and fifty (150) feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

Debris Materials and Waste

- 2.30 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the floodplain before such flows occur.
- 2.31 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.

- 2.32 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.
- 2.33 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.34 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents, shall be located more than one hundred and fifty (150) feet from or where it may not pass into the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.35 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.
- 2.36 Concrete – Primary Containment. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures.
- 2.37 General Concrete Condition. No water contaminated with concrete shall be allowed to enter the streams or riparian areas. Any water contaminated with concrete shall be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.
- 2.38 Isolate Wet Concrete from Stream. If any structure is cast in place, the area poured shall be completely bermed and isolated to contain all and any wet cement, even if water is not present. The berm may be made of sandbags or dirt, but it shall be lined with plastic to prevent any material from seeping past the

berm. Permittee shall maintain the berm in place until the concrete is fully cured or is otherwise determined to present no danger of leaching high-pH compounds into a watercourse.

- 2.39 No Pouring in Advance of Rain. No concrete or any cement product may be poured if measurable rain is forecasted within fifteen (15) days. If any concrete is poured after November 1, or if measurable rain may fall fifteen (15) days after pouring, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time.
- 2.40 Concrete – Primary Containment. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.
- 2.41 Concrete – Designated Monitor. At all times when Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

Temporary Water Diversion

- 2.42 Stream Diversion. When work in a flowing stream is unavoidable, Permittee shall divert the stream flow around or through the work area during construction operations.
- 2.43 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When a temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Section 5937 of the Fish and Game Code. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream diversions shall be removed prior to the closing of the in-water work window.
- 2.44 Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion plan to CDFW. Dewatering structures may include the use of sandbag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the diversion of water without written approval from CDFW.

2.45 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows downstream. Flows downstream shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

2.46 Restore Normal Flows. Permittee shall restore normal flows to the affected watercourse immediately upon completion of work at that location.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Restoration of all Temporary Disturbed Areas. Permittee shall revegetate temporarily disturbed areas as soon as possible and within one year following disturbance. All seed, container stock, cuttings, and/or other plant materials used must be locally native and appropriate for use in wetland and wetland-upland transitional areas.

3.2 Compensatory Mitigation for Loss of Habitat. CDFW has reviewed and approved the Permittee's *Habitat Mitigation and Monitoring Plan*, received April 19, 2022. As proposed by the Permittee in their *Habitat Mitigation and Monitoring Plan*, the Permittee shall re-establish 0.01 acres of riparian habitat in the locations of the removed bridge piers, reseed and replant within the 0.95 acre riparian terrace and floodplain, remove invasive plant species within the 0.65 acre riparian corridor, and incorporate six (6) bat boxes into the new bridge design.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the

California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five (5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

- 4.4 Restoration Monitoring Reports. After completion of the restoration activities, the area of restoration shall be monitored for a minimum of five (5) years or until CDFW determines the success criteria have been met. Each year for five years after restoration, a monitoring report shall be submitted to CDFW for review and approval. The report shall discuss the mitigation performance as it relates to the success criteria. The report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Patrick Perkins
Nevada County Public Works Department
950 Maidu Ave. Suite 170
Nevada City, CA 95959
Phone: (530) 265-1254
Email: patrick.perkins@co.nevada.ca.us

Contact:

Sarah Holm
Dokken Engineering
110 Blue Ravine Road Ste. 200
Folsom, CA 95630
Phone: (916) 858-0642
Email: sarahholm@dokkenengineering.com

To CDFW:

Department of Fish and Wildlife
North Central Region

1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. NEV-15528 R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take

of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the

expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the CEQA; and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

- Exhibit A. Project Location
- Exhibit B. Project Plans

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A: Project Location

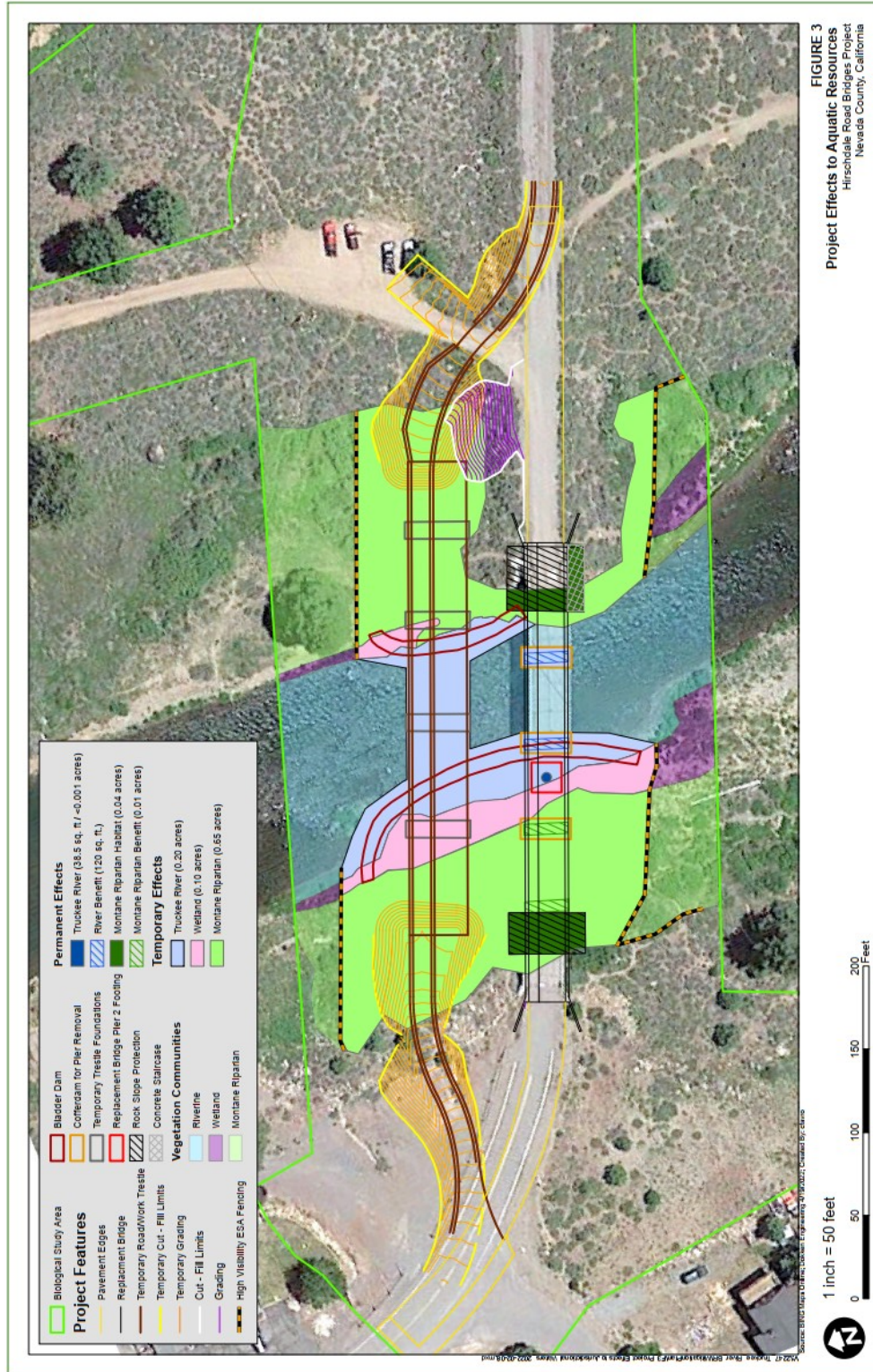
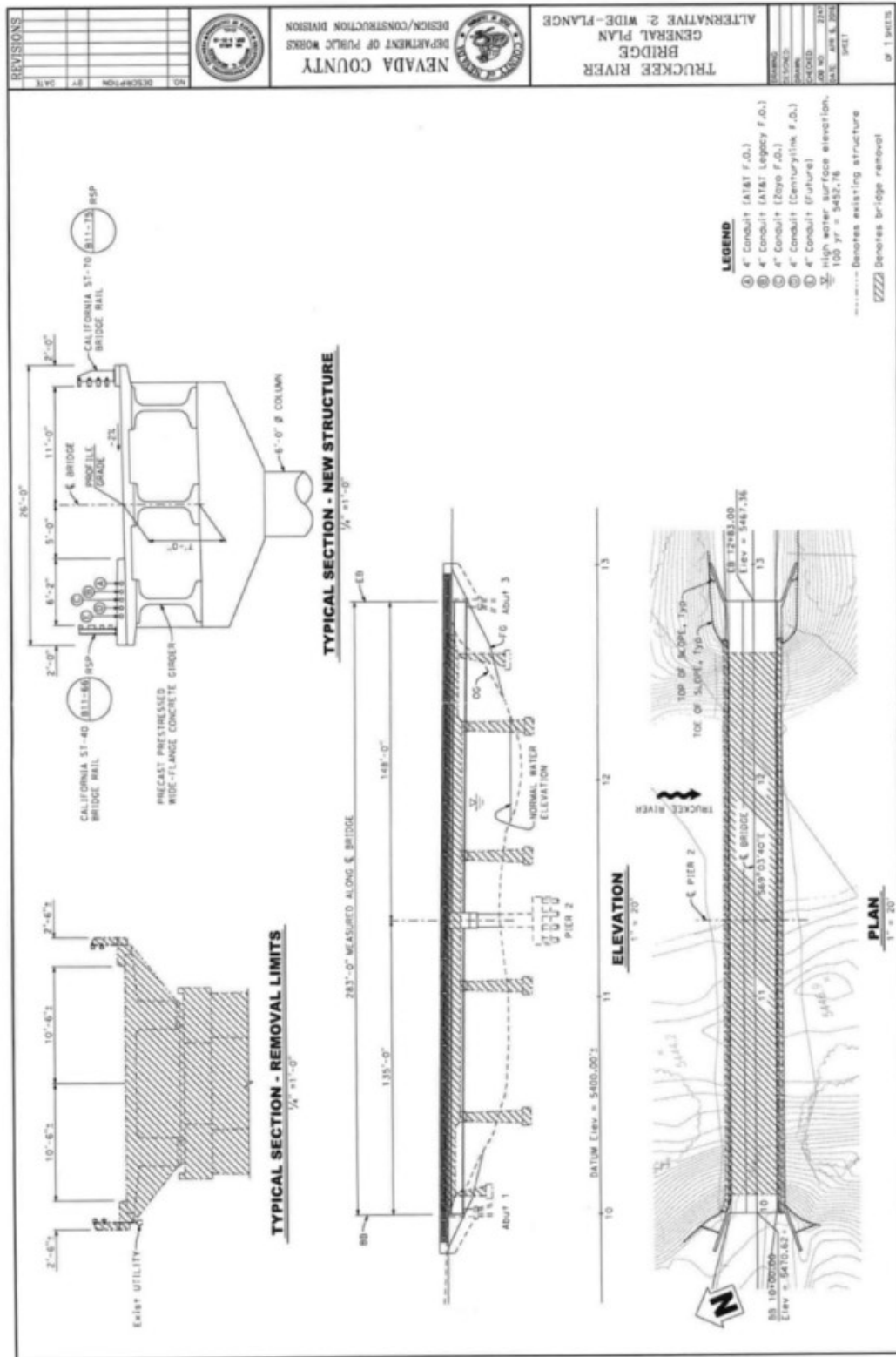


Exhibit B: Project Plans



APPENDIX E: Mitigation Monitoring and Reporting Program

**MITIGATION MONITORING AND REPORTING PROGRAM:
HIRSCHDALE ROAD BRIDGES PROJECT**

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
MEASURES FROM ENVIRONMENTAL DOCUMENT				
AIR QUALITY				
<p>AIR-1: To help assure compliance by project contractors, conditions shall be included in the General Notes and/or the Grading Plan for the project, under a descriptive heading such as “Dust Control”.</p> <p>a. The County and contractor shall be responsible for ensuring that all adequate dust control measures are implemented in a timely manner during all phases of project development and construction.</p> <p>b. All material excavated, stockpiled, or graded shall be sufficiently watered, treated, or covered to prevent fugitive dust from leaving the property boundaries and causing a public nuisance or a violation of an ambient air standard. Watering should occur at least twice daily, with complete site coverage.</p> <p>c. All unpaved areas with vehicle traffic shall be watered or have dust palliative applied as necessary for regular stabilization of dust emissions.</p> <p>d. All on-site vehicle traffic shall be limited to a speed of 15 miles per hour (mph) on unpaved roads.</p> <p>e. All land clearing, grading, earth moving, or excavation activities on a project shall be suspended as necessary to prevent excessive windblown dust when winds are expected to exceed 20 mph.</p> <p>f. All inactive portions of the project site shall be covered, seeded with a sterile or native seed mix, or watered until a suitable cover is established. Alternatively, the County may apply County-approved non-toxic soil stabilizers (according to manufacturer’s specifications) to all inactive construction areas (previously graded areas which remain inactive for 96 hours) in accordance with the local grading ordinance.</p> <p>g. All material transported off-site shall be either sufficiently watered or securely covered to prevent public nuisance, and there must be a minimum of six (6) inches of freeboard in the bed of the transport vehicle.</p>	During construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>h. Paved streets adjacent to the project shall be swept or washed at the end of each day, or more frequently if necessary, to remove excessive or visibly raised accumulations of dirt and/or mud which may have resulted from activities at the project site.</p>				
<p>AIR-2: To minimize air quality impacts from clearing activities and construction traffic emissions during all construction phases of the project, the following mitigation measures shall be included on all improvement plans and implemented throughout construction activities:</p> <p>a. Open burning of vegetative material shall be prohibited. Suitable alternatives include chipping, mulching, or conversion to biomass fuel.</p> <p>b. Temporary traffic control shall be provided during all phases of construction to improve traffic flow, as deemed appropriate by the County to improve traffic flow.</p> <p>c. The construction contractor shall direct any generator or compressor exhaust in a direction away from residences and residential outdoor use areas.</p> <p>d. The construction contractor shall meet the Northern Sierra Air Quality Management District and California Air Resources Board requirements for reduction of construction-related emissions by ensuring that the following is done either prior to or during construction of the project:</p> <p>i. The construction contractor shall properly and routinely maintain all construction equipment, as recommended by the manufacturers' manuals, to control exhaust emissions;</p> <p>ii. The construction contractor shall ensure that construction equipment is shut down when not in use for extended periods of time to reduce emissions associated with construction equipment idling; and,</p> <p>iii. The construction contractor shall limit the hours of operation of heavy duty equipment and/or the amount of equipment in use simultaneously.</p>	<p>During construction</p>	<p>County and Contractor</p>		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
BIOLOGICAL RESOURCES				
BIO-1: All montane riparian habitat and other vegetation that is to be removed within the work area should be removed during the non-nesting season, between September 16 and February 28.	Prior to and During Construction	Contractor		
BIO-2: If vegetation removal is to take place during the nesting season (March 1st –September 15th), a pre-construction nesting bird survey must be conducted within 7 days prior to vegetation removal. Within 2 weeks of the nesting bird survey, all vegetation cleared by the project biologist will be removed by the contractor. A minimum 100 foot no-disturbance buffer will be established around any active nest of migratory birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor must immediately stop work in the nesting area until the appropriate buffer is established and is prohibited from conducting work that could disturb the birds (as determined by the project biologist and in coordination with wildlife agencies) in the buffer area until the project biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW.	Prior to Construction	County and Contractor		
BIO-3: If construction on the existing bridge is planned to occur during the swallow nesting season, measures will be taken to avoid impacts to migratory swallows. To protect migratory swallows, unoccupied nests must be removed from the existing bridge structure prior to the nesting season (February 15th – September 15th). During the nesting season, the bridge structure must be maintained through the active removal of partially constructed nests, or through the use of exclusionary devices. Swallows can complete nest construction in approximately 3 days. After a nest is completed, it can no longer be removed until an approved biologist has determined that all birds have fledged and the nest is no longer being used.	Prior to and During Construction	County and Contractor		
BIO-4: Work in the live channel of the Truckee River will be limited to the 2 seasons of in-water work during the proposed in-water work window of June 15 through October 15. If any work within the live channel of the Truckee River is not completed by October 15, a written approval/extension must be obtained from the Service to allow work past October	During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
15. Revegetation activities are excluded from this requirement with the stipulation that no heavy equipment be used in the channel.				
BIO-5: Prior to the replacement of the Truckee River Bridge, a Service-approved biologist will instruct all construction personnel and monitoring biologists of the terms and conditions being implemented to protect Lahontan cutthroat trout during construction. The biological monitor will have the full authority to halt work as necessary for the purpose of minimizing the potential for adverse effects to Lahontan cutthroat trout.	Prior to Construction	County		
BIO-6: The name and credentials of a biologist qualified to act as a biologist/construction monitor shall be submitted to the Service for approval at least 15 days prior to the commencement of work.	Prior to Construction	County		
BIO-7: During demolition of the existing Truckee River Bridge, a temporary protective structure (e.g. tarp or equivalent) will be used during saw-cutting or chipping operations, while the superstructure is being prepared for removal in sections, to catch dust, slurry or chunks of concrete before it enters the Truckee River.	During Construction	Contractor		
BIO-8: Environmentally Sensitive Areas (ESA's) will be designated at the edge of work adjacent to the Truckee River to prevent encroachment into the live channel and adjacent wetland and riparian areas (excluding activities associated with the construction of the temporary approach roadway beyond each end of the temporary bridge and pier excavation activities). ESA limits will be marked using orange snow fencing or equivalent, and will remain in place and maintained in good condition until construction is complete.	During Construction	Contractor		
BIO-9: No construction material or debris will be allowed to enter surface waters or their channels. Best Management Practices for erosion control will be implemented and in place prior to, during, and after construction in order to ensure that no silt or sediment enters surface waters.	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
BIO-10: Following construction, all graded or otherwise bare slopes will be revegetated with native seed mix.	Post Construction	Contractor		
BIO-11: All work will be conducted during daylight hours.	During Construction	Contractor		
<p>BIO-12: BMPs will be incorporated into project design and project management to minimize impacts on the environment including the release of pollutants (oils, fuels, etc.):</p> <ul style="list-style-type: none"> i. The area of construction and disturbance shall be limited to as small an area as feasible to reduce erosion and sedimentation. ii. Measures shall be implemented during land-disturbing activities to reduce erosion and sedimentation. These measures may include mulches, soil binders and erosion control blankets, silt fencing, fiber rolls, temporary berms, sediment desilting basins, sediment traps, and check dams. iii. Existing vegetation shall be protected where feasible to reduce erosion and sedimentation. Vegetation shall be preserved by installing temporary fencing, or other protection devices, around areas to be protected. iv. Exposed soils shall be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events. v. Exposed soils would be stabilized, through watering or other measures, to prevent the movement of dust at the project site caused by wind and construction activities such as traffic and grading activities. vi. All construction roadway areas shall be properly protected to prevent excess erosion, sedimentation, and water pollution. vii. All vehicle and equipment maintenance procedures shall be conducted off-site. In the event of an emergency, maintenance would occur away from the Truckee River. viii. All concrete curing activities shall be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly. ix. All construction materials, vehicles, stockpiles, and staging areas shall be situated outside of the stream channel as feasible. All stockpiles would be covered, as feasible. 	Prior to and During Construction	County and Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<ul style="list-style-type: none"> x. Energy dissipaters and erosion control pads shall be provided at the bottom of slope drains. Other flow conveyance control mechanisms may include earth dikes, swales, or ditches. Stream bank stabilization measures would also be implemented. xi. All erosion control measures and storm water control measures shall be properly maintained until the site has returned to a pre-construction state. xii. All disturbed areas shall be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native or approved non-invasive exotic species. xiii. Following seeding, jute netting or erosion control blankets shall be placed and secured over the slopes steeper than 2:1, horizontal:vertical (H:V). xiv. All construction materials shall be hauled off-site after completion of construction. 				
<p>BIO-13: Measures consistent with the current Caltrans' Construction Best Management Practices Manual (including the SWPPP and WPCP Manuals [http://www.dot.ca.gov/hq/construc/stormwater/CSBMPPM_303_Final.pdf]) shall be implemented to minimize erosion, siltation, and other water quality impacts during construction.</p>	During Construction	Contractor		
<p>BIO-14: Prior to issuance of a grading permit or other authorization to proceed with project construction, the project proponent shall obtain any regulatory permits that are required from the Army Corps of Engineers, Regional Water Quality Control Board, and /or CDFW.</p>	Prior to Construction	County		
<p>BIO-15: Impacts on any wetland permanently or temporarily affected by the project shall be offset through the dedication of mitigation credit(s) within a U.S. Army Corps of Engineers-approved mitigation bank or through the payment of in-lieu fees to an approved conservation bank. No net loss of wetlands shall occur.</p>	During and Post Construction	County		
<p>BIO-16: Bridge construction activities of the bridge shall occur only after any bats roosting in the vertical cavities have been humanely evicted (Truckee River Bridge and Hinton Overhead).</p> <ul style="list-style-type: none"> i. To avoid impacts to non-volant pups or torpid adult bats, eviction shall occur between March 1 – April 15 (assuming no rain or snow), and August 31 – October 15. 	During Construction	County And Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
<p>ii. A qualified bat biologist possessing a Memorandum of Understanding with the California Department of Fish and Wildlife and experienced with humane bat eviction and exclusion shall survey the Truckee River and Hirschdale Road Overhead bridges for potential roosting habitat prior to exclusion procedures. Any potential roosting sites not exhibiting signs of inhabitation will then be sealed with suitable material (expanding foam, backer rod, mesh, etc.) to prevent their use by bats when exclusion procedures occur.</p> <p>The qualified bat biologist will then, either supervise the installation of, or install one-way exits at the roost cavity openings within the Hirschdale Road Overhead. These will be installed at least 14 days prior to bridge construction activities and shall remain in place 10-14 days, followed by a survey to determine effectiveness. If all bats have been safely evicted, the crevices will be sealed with suitable materials sufficient to remain until bridge construction activities is complete.</p> <p>iii. Bridge construction activities may begin any time after bats have been successfully humanely evicted; however, if bridge construction activities will not occur until after 180 days after eviction, a biologist shall conduct an inspection of the blockage materials to ensure they have remained effective. If materials have not remained in the roost crevices, surveys and/or eviction may need to be repeated as determined by the biologist.</p>				
<p>BIO-17: Until all day-roosting bats have been excluded, bird exclusion netting will not be installed on or in proximity to the bridge structures. All bird exclusion netting must be maintained in good working order to prevent the entrapment of bats.</p>	During Construction	Contractor		
<p>BIO-18: All earthmoving equipment to be used during project construction shall be thoroughly cleaned before arriving on the project site.</p>	During Construction	Contractor		
<p>BIO-19: All seeding equipment (i.e., hydroseed trucks) shall be thoroughly rinsed at least three times prior to beginning seeding work.</p>	Post Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
BIO-20: To avoid spreading any non-native invasive species already existing on-site, to off-site areas, all equipment shall be thoroughly cleaned before leaving the site.	During Construction	Contractor		
CULTURAL RESOURCES				
CULT-1: The Environmentally Sensitive Area (ESA) / Secretary of the Interior’s Standards for the Treatment of Historic Places (SOIS) Action Plan (Appendix E) shall be implemented prior to project ground disturbing activity and shall continue throughout the entirety of the project until completion. This plan establishes protocol for designation of an ESA with exclusionary fencing and soil stabilization along the existing dirt access roads, to protect the Clinton Townsite from project impacts. It also includes appropriate pre-construction, during construction, and post-construction protocol for ESA fencing establishment, maintenance, monitoring, and removal as well as detail of the appropriate action steps needed in case of ESA breaching.	Prior to and During Construction	County and Contractor		
CULT-2: If deposits of prehistoric or historical archaeological materials are encountered during project activities, then all work within 200 feet of the discovery shall be redirected and a qualified archaeologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations regarding the treatment of the discovery. The County should also be notified. Project personnel/construction workers should not collect or move any archaeological materials or human remains and associated materials. If such deposits cannot be avoided, they should be evaluated for their California Register of Historical Resources eligibility. If the deposit is not eligible, a determination shall be made as to whether it qualifies as a “unique archaeological resource” under CEQA. If the deposit is neither a historical nor a unique archaeological resource, avoidance is not necessary. If the deposit is eligible to the California Register, or is a unique archaeological resource, it shall need to be avoided by adverse effects or such effects must be mitigated. Mitigation may consist of, but is not necessarily limited to, recording the resource; recovery and analysis of archaeological deposits; preparation of a report of findings; and accessioning recovered archaeological materials at an appropriate curation facility. Public educational outreach may also be appropriate.	During Construction	County and Contractor		
CULT-3: If paleontological resources are discovered during project activities, all work within 200 feet of the discovery shall be redirected and a qualified paleontologist contacted	During Construction	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
to assess the finds, consult with agencies as appropriate, and make recommendations regarding the treatment of the discovery. Project personnel/construction workers shall not collect or move any paleontological resources. If the paleontological resources cannot be avoided, they shall be assessed to determine their paleontological significance. If the paleontological resources are not significant, avoidance is not necessary. If the paleontological resources are significant, adverse effects shall be mitigated through data recovery by the qualified paleontological consultant. Upon completion of the assessment, the paleontologist shall prepare a report documenting the methods and results, and provide recommendations for the potential for additional finds.		and Contractor		
<p>CULT-4: If human remains are encountered during project activities, the project shall comply with the requirements of HSC §7050. There shall be no further excavation or disturbance of the site or within 200 feet of the area reasonably suspected to overlie adjacent remains until the coroner of Nevada County has determined the manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative. At the same time, an archaeologist shall be contacted to assess the situation and consult with agencies as appropriate. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission shall identify a Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated artifacts.</p> <p>Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report should be submitted to the Nevada County Department of Public Works.</p>	During Construction	County and Contractor		
HAZARDS AND HAZARDOUS WASTE				
HAZ-1: The County will provide the Phase II Sampling and Analysis for the Hirschdale Road	Prior to Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
Bridges to the contractor. Pursuant to California Code of Regulations (CCR) Title 8, Section 1532.1, the contractor performing the work is required to prepare a lead compliance plan and perform lead awareness training. The project special provisions will address these requirements, as set forth by the Division of Environmental Analysis guidance for special provisions related to earth material containing lead at concentrations that are non-hazardous according to Caltrans special provisions.				
HAZ-2: Soil at locations HBTR-SS-7A, HBHO-SS-2A, and HBHO-SS-6A shall be covered with one foot of clean soil or with pavement, or alternately the upper six inches of soil shall be excavated, stockpiled, placed as fill, and covered with at least one foot of clean soil or with pavement. The soil shall not be stockpiled or buried outside of the project construction corridor, and soil excavated from these areas shall be placed above the ordinary high water mark of the Truckee River.	During Construction	Contractor		
HAZ-3: During all handling of ADL-contaminated soil (including excavation, loading and unloading from vehicles, and all handling related to stockpiling and burial), fugitive dust control measures are required (using water or other palliatives) pursuant to Caltrans regulations and the regulations of the local air quality management district. If visible dust migration beyond the project limits occurs during any activity associated with ADL-contaminated soil, then the activity should be stopped until remedial actions are taken or other conditions change that enable resumption of the activity without dust migration.	During Construction	Contractor		
HAZ-4: The contractor will contact the California Division of Occupational Safety and Health (Cal/OSHA) if more than 100 square feet of paint on bridge guardrails will be disturbed, and the contract will address the provisions set forth by the Division of Environmental Analysis guidance for special provisions related to disturbance of existing paint systems on bridges, according to Caltrans special provisions.	During Construction	Contractor		
HAZ-5: The contractor shall prepare spill and leak prevention procedures prior to the commencement of construction activities. The procedures shall include information on the nature of all hazardous materials that shall be used on-site. The procedures shall also include information regarding proper handling of hazardous materials, and clean-up procedures in the event of an accidental release. The phone number of the agency overseeing hazardous materials and toxic clean-up shall be provided.	Prior to Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
HYDROLOGY AND WATER QUALITY				
WQ-1: Any requirements for additional avoidance and minimization measures will be contained in the permits obtained from all required regulatory agencies.	Prior to Construction	County		
WQ-2: The project requires a National Pollutant Discharge Elimination System (NPDES) General Construction Permit for Discharges of storm water associated with construction activities (Construction General Permit 2012-0006-DWQ).	Prior to Construction	County		
WQ-3: The construction contractor will adhere to the State Water Resources Control Board (SWRCB) NPDES Permit pursuant to Section 402 of the CWA. This permit authorizes storm water and authorized non-storm water discharges from construction activities. All applicable BMPs will be followed to ensure that adequate measures are taken during construction to minimize impacts to water quality.	During Construction	Contractor		
WQ-4: The construction contractor will adhere to the State Water Quality Certification Permit pursuant to Section 401 of the CWA. This permit regulates discharges of fill and dredged material to all waters of the state, including waters of the U.S. under CWA section 401 and the Porter-Cologne Water Quality Control Act. All applicable measures within the approved permit will be applied to the final project specifications.	During Construction	Contractor		
WQ-5: The construction contractor will adhere to the California Department of Fish and Wildlife Streambed Alteration Agreement Permit pursuant to Section 1602 of the Fish and Game Code. This permit authorizes any activity that would result in the modification of the bed, bank, or channel of a stream, river, or lake, including water diversion and damming and removal of vegetation from the floodplain to the landward extent of the riparian zone. All applicable measures within the approved permit will be applied to the final project specifications.	During Construction	Contractor		
WQ-6: Permanent treatment control BMPs will be evaluated based on effectiveness and feasibility and incorporated into the final design as applicable.	Prior to and During Construction	County And Contractor		
WQ-7: Storm water systems will be designed to prevent the release of toxins, chemicals, petroleum products, exotic plant materials or other elements that might degrade or harm biological resources.	Prior to and During Construction	County and		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
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<p>NOISE</p> <p>NOI-1:</p> <ol style="list-style-type: none"> a. The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the contract. b. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without a muffler. c. Where feasible, the project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors within the community of Hirschdale near the project site. d. The construction contractor shall locate on-site equipment staging areas so as to maximize the distance between construction-related noise sources and noise-sensitive receptors nearest the project site during all project rehabilitation and construction activities. e. To avoid sleep disturbance of noise sensitive receptors, all noise producing construction activities within 1,000 feet of residential land uses, including warming-up or servicing equipment or trucks and any preparation for construction, shall be limited to the hours between 7:00 a.m. and 6:00 p.m. on weekdays, and between 8:00 a.m. and 6:00 p.m. on Saturdays. Construction will not occur beyond these hours or on Sundays, or official national holidays, unless deemed necessary by the County Engineer to avoid delays due to weather or to complete an important phase of construction. f. As directed by the County, the Contractor shall implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, and notifying adjacent residents in advance of construction work. 	During Construction	Contractor		

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<p>RECREATION</p> <p>REC-1: Prior to construction, the County and/or Contractor will notify the recreational companies within the area that use the Truckee River for rafting or recreational operations. The Contractor will develop a plan for construction that accommodates river access for rafting and boating when possible and that provides early upstream notification regarding planned closures.</p>	Prior to Construction	County and Contractor		
<p>TRANSPORTATION/TRAFFIC</p> <p>TRAF-1: To minimize temporary impacts to residents during construction, with the exception of activities necessary to replace the Truckee River Bridge and rehabilitate the Hirschdale Road Overhead, construction staging areas and construction traffic shall avoid the community of Hirschdale to the extent possible by establishing primary staging areas east of the Truckee River Bridge.</p>	Prior to and During Construction	County and Contractor		
<p>TRIBAL CULTURAL RESOURCES</p> <p>TCR-1: In the event that Tribal Cultural Resources (TCRs) are inadvertently discovered during the course of constructing this project, work shall be halted in that area. The County of Nevada shall immediately contact a qualified archaeologist and the Washoe Tribe of Nevada and California to assess the significance of the discovery. Should it be determined that the Native American cultural resource is an eligible TCRs, the County shall determine appropriate mitigation in consultation with the Washoe Tribe of Nevada and California. Construction activities shall not resume until mitigation measures have been completed. Further, the County shall relinquish ownership of all Native American cultural resources, including sacred items, burial goods, and all archaeological artifacts and non-human remains as part of the required mitigation for impacts to TCRs.</p>	During Construction	County and Contractor		
1602 STREAMBED ALTERATION AGREEMENT (EPIMS NOTIFICATION NO. NEV-15528-R2)				
<p>1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.</p>	During Construction	County		

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1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.	Prior to Construction	County		
1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.	Prior to Construction	County		
1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.	During Construction	County		
1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.	During Construction	County		
1.6 Notification of Project Modification. The Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.	Prior to/During Construction	County		
1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.	Prior to/During Construction	County		
1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.	During Construction	County and Contractor		
1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (MND (SCH No. 2019049146), and all associated documents by the Nevada County as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the project commences.	Prior to/During Construction	County and Contractor		
1.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in	During Construction	County and Contractor		

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accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations . Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications .				
2.1 Work Period. Project activities covered under this Agreement shall be confined to the period between May 1 and November 15 of the same calendar year during the term of this Agreement. Revegetation, restoration and erosion control work is not confined to this time period.	During Construction	Contractor		
2.2 Work Period Modification. If the Permittee needs more time to complete the project activity, the work may be permitted outside of the work period, within the specific year, and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.	During Construction	Contractor		
2.3 Work Period in Low Rainfall / Dry Weather Only. The work period shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.	During Construction	Contractor		
2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
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marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.				
2.5 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.	During Construction	Contractor		
2.6 Designated Biologist(s). At least ten (10) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biologist(s) (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist(s) before starting Project activities. Permittee shall also obtain CDFW's written approval before starting Project activities if the Designated Biologist must be changed. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology and natural history of the fish and wildlife species that may be present in the Project area. The Designated Biologist shall be onsite during all riparian vegetation removal activities and stream habitat excavation activities, to help minimize impacts to fish and wildlife resources.	Prior to Construction	County		
2.7 Qualified Bat Biologist. The Permittee shall retain a biologist with expertise and experience with bats and their habitat. The minimum qualifications for the biologist include at least three years of experience in conducting bat habitat assessments, night-time emergence surveys, and acoustic monitoring. The biologist must have adequate experience identifying local bat species (visual and acoustic identification), type of habitat, and differences in roosting behavior and types (i.e. day, night, maternity). The Permittee shall submit the name, qualifications, business address, and contact information for a Qualified Bat Biologist to CDFW in writing, no less than ten (10) business days prior to performing bat habitat assessments. Permittee shall obtain CDFW's written approval of the Qualified Bat Biologist prior to the commencement of bat habitat assessments and surveys.	Prior to Construction	County		
2.8 Designated Biologist Stop Work Authorization. The Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources.	During Construction	County		
2.9 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmd.	During Construction	Contractor		
2.10 Special-Status Species Encountered During Work. If the Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to the CESA, work shall be	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
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suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.				
2.11 Nesting Bird Survey. If project -related activities are scheduled during the nesting season (typically February 1 to August 31), a focused survey for nests shall be conducted by a Designated Biologist within fourteen (14) days prior to the beginning of project-related activities. The Designated Biologist shall survey the area within a minimum 500-foot (for migratory birds) and 1/2-mile (for raptors) radius around the Project area. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.	During Construction	County		
2.11.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.	During Construction	County and Contractor		
2.11.2 Project Delay. If a lapse in Project-related work of fourteen (14) days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.	During Construction	County and Contractor		
2.11.3 Permittee Responsibility. It is the Permittee’s responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.	During Construction	County		
2.12 Willow Flycatcher (WIFL). A Designated Biologist shall survey the project area and its vicinity (within 300 feet) for presence of suitable WIFL habitat. If habitat is present, surveys shall be completed before operations begin to determine if WIFL are present, unless operations are conducted outside the WIFL breeding season (May 1 through August 31). If current-year surveys determine the presence of WIFL, the following additional measures shall be followed:	Prior to/During Construction	County		
2.12.1 No operations shall occur during the breeding season (May 1 through August 31) within 300 feet of the WIFL habitat where WIFL have been found present.	During Construction	County and Contractor		
2.12.2 Any operations conducted within or adjacent to suitable WIFL habitat, where WIFL have been found, shall not damage or destroy willows or other riparian shrubs, unless agreed upon through consultation with CDFW.	During Construction	County and Contractor		
2.13 Pre-Construction Bat Surveys. The Qualified Bat Biologist shall conduct pre-construction surveys for bats a minimum of ten (10) calendar days prior to the beginning of Project-related activities. The pre-construction survey shall be performed at potential roost structures 45 minutes before sunset and continue to the survey until 2 hours after sunset. A minimum of three emergence surveys within a seven (7) day time period shall be conducted by the Qualified Bat Biologist. If	Prior to Construction	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
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bats are detected, subsequent surveys will not be necessary and the Permittee shall develop and submit to CDFW for review and approval, either: a) a bat avoidance plan, Measure 2.13.1, or b) a bat exclusion plan, Measure 2.13.2. Results of the survey shall be submitted to CDFW within two business days of survey completion. The survey shall identify: 1) the exact location of all roosting sites (location shall be adequately described and drawn on a map), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost: maternity, hibernation, night roost (rest at night while out feeding) versus a day roost (resting during the day) must also be clearly stated.				
2.13.1 Bat Avoidance Plan. The Qualified Bat Biologist shall prepare a Bat Avoidance Plan if maternity or hibernation roosts are identified during pre-construction surveys. The Bat Avoidance Plan shall include detailed measures to avoid and minimize impacts to roosting bats in and near the construction areas. The Permittee shall submit the Bat Avoidance Plan to CDFW ten (10) business days prior to commencing Project-related activities within an avoidance buffer of 500 feet of a known roost. No Project-related work shall occur within the avoidance buffer without specific notice to and consultation with CDFW.	Prior to Construction	County		
2.13.2 Bat Exclusion Plan. To exclude bats from roosting in the Project Area, the Permittee shall provide a Bat Exclusion Plan to CDFW ten (10) business days prior to commencing Project-related activities for preventing entry/reentry of bats into roosting habitat within the Project Area. The exclusion devices (e.g., one-way doors, lights and fans, foam, or steel wool) shall be installed outside of the maternity (April 15 to August 31) or hibernation (October 15 to March 1) season and installed no later than seven (7) calendar days prior to Project-related activities. The Qualified Bat Biologist shall visually monitor exclusion devices for effectiveness and determine that the bats no longer occupy the structure prior to the start of Project-related activities. Exclusion netting shall not be used to exclude bats from the Project Area.	Prior to/During Construction	County		
2.14 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov .	During Construction	County and Contractor		
2.15 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a locally native grass mix, unless otherwise agreed upon with CDFW.	Post Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
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Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.				
2.16 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.	Post Construction	Contractor		
2.17 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: http://www.cal-ipc.org .	Post Construction	Contractor		
2.18 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.	During Construction	Contractor		
2.18.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.	During Construction	Contractor		
2.18.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.	During Construction	Contractor		
2.18.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.	During Construction	Contractor		
2.19 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo-	During Construction	Contractor		

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or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.				
2.20 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the Revegetation and Restoration section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.	Post Construction	Contractor		
2.21 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: http://www.nws.noaa.gov .	During Construction	Contractor		
2.22 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.	During Construction	Contractor		
2.23 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.	During Construction	Contractor		
2.24 Material Storage. Project construction material and/or equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.	During Construction	Contractor		
2.25 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small	During Construction	Contractor		

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crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.				
2.26 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.	During Construction	Contractor		
2.27 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.	During Construction	Contractor		
2.28 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.	During Construction	Contractor		
2.29 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred and fifty (150) feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.	During Construction	Contractor		
2.30 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the floodplain before such flows occur.	During Construction	Contractor		
2.31 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
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2.32 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.	During Construction	Contractor		
2.33 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.	During Construction	Contractor		
2.34 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents, shall be located more than one hundred and fifty (150) feet from or where it may not pass into the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.	During Construction	Contractor		
2.35 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.	During Construction	Contractor		
2.36 Concrete – Primary Containment. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures.	During Construction	Contractor		
2.37 General Concrete Condition. No water contaminated with concrete shall be allowed to enter the streams or riparian areas. Any water contaminated with concrete shall be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.	During Construction	Contractor		
2.38 Isolate Wet Concrete from Stream. If any structure is cast in place, the area poured shall be completely bermed and isolated to contain all and any wet cement, even if water is not present. The	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
berm may be made of sandbags or dirt, but it shall be lined with plastic to prevent any material from seeping past the berm. Permittee shall maintain the berm in place until the concrete is fully cured or is otherwise determined to present no danger of leaching high-pH compounds into a watercourse.				
2.39 No Pouring in Advance of Rain. No concrete or any cement product may be poured if measurable rain is forecasted within fifteen (15) days. If any concrete is poured after November 1, or if measurable rain may fall fifteen (15) days after pouring, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time.	During Construction	Contractor		
2.40 Concrete – Primary Containment. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.	During Construction	Contractor		
2.41 Concrete – Designated Monitor. At all times when Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.	During Construction	Contractor		
2.42 Stream Diversion. When work in a flowing stream is unavoidable, Permittee divert the stream flow around or through the work area during construction operations.	During Construction	Contractor		
2.43 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When a temporary dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Section 5937 of the Fish and Game Code. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. Stream diversions shall be removed prior to the closing of the in-water work window.	During Construction	Contractor		
2.44 Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion plan to CDFW. Dewatering structures may include the use of sandbag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the diversion of water without written approval from CDFW.	During Construction	Contractor		
2.45 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows downstream. Flows downstream shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.				
2.46 Restore Normal Flows. Permittee shall restore normal flows to the affected watercourse immediately upon completion of work at that location.	Post Construction	Contractor		
3.1 Restoration of all Temporary Disturbed Areas. Permittee shall revegetate temporarily disturbed areas as soon as possible and within one year following disturbance. All seed, container stock, cuttings, and/or other plant materials used must be locally native and appropriate for use in wetland and wetland-upland	Post Construction	Contractor		
3.2 Compensatory Mitigation for Loss of Habitat. CDFW has reviewed and approved the Permittee’s Habitat Mitigation and Monitoring Plan, received April 19, 2022. As proposed by the Permittee in their Habitat Mitigation and Monitoring Plan, the Permittee shall re-establish 0.01 acres of riparian habitat in the locations of the removed bridge piers, reseed and replant within the 0.95 acre riparian terrace and floodplain, remove invasive plant species within the 0.65 acre riparian corridor, and incorporate six (6) bat boxes into the new bridge design.	Post Construction	County		
4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.	Post Construction	County		
4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.	Post Construction	County		
4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at https://www.wildlife.ca.gov/data/CNDDDB/submitting-data within five (5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW’s Regional office as instructed in Contact Information section below.	Post Construction	County		
4.4 Restoration Monitoring Reports. After completion of the restoration activities, the area of restoration shall be monitored for a minimum of five (5) years or until CDFW determines the success criteria have been met. Each year for five years after restoration, a monitoring report shall be submitted to CDFW for review and approval. The report shall discuss the mitigation performance as it relates to the success criteria. The report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used	Post Construction	County		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.				
401 WATER QUALITY CERTIFICATION (WDID #6A292307004)				
Standard Conditions				
1. This WQC action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and CCR, title 23, section 3867 through section 3869.	N/A	County		
2. This WQC action is not intended and must not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license unless the pertinent WQC application was filed pursuant to CCR title 23, section 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.	N/A	County		
3. The WQC is conditioned upon total payment of the full fee required under CCR title 23, section 3833, unless otherwise stated in writing by the certifying agency.	N/A	County		
4. Neither Project construction activities nor operation of the Project may cause a violation of the Basin Plan, may cause a condition or threatened condition of pollution or nuisance, or cause any other violation of the California Water Code (CWC) .	Prior to/During Construction	County and Contractor		
5. The Project must be constructed and operated in accordance with that described in the WQC application and supporting documentation that was submitted to the Water Board. Deviation from the Project constitutes a violation of the conditions upon which this WQC was granted. Any significant changes to this Project that would have a significant or material effect on the findings, conclusions, or conditions of this WQC, including Project operation, must be submitted to the Executive Officer for prior review and written approval.	Prior to/During Construction	County and Contractor		
6. This WQC is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the state of California or any subdivision thereof may result in the revocation of this WQC and civil or criminal liability.	N/A	County		
7. The Water Board may add to or modify the conditions of this WQC as appropriate to implement any new or revised water quality standards and implementation plans adopted or approved pursuant	Prior to/During	County and Contractor		

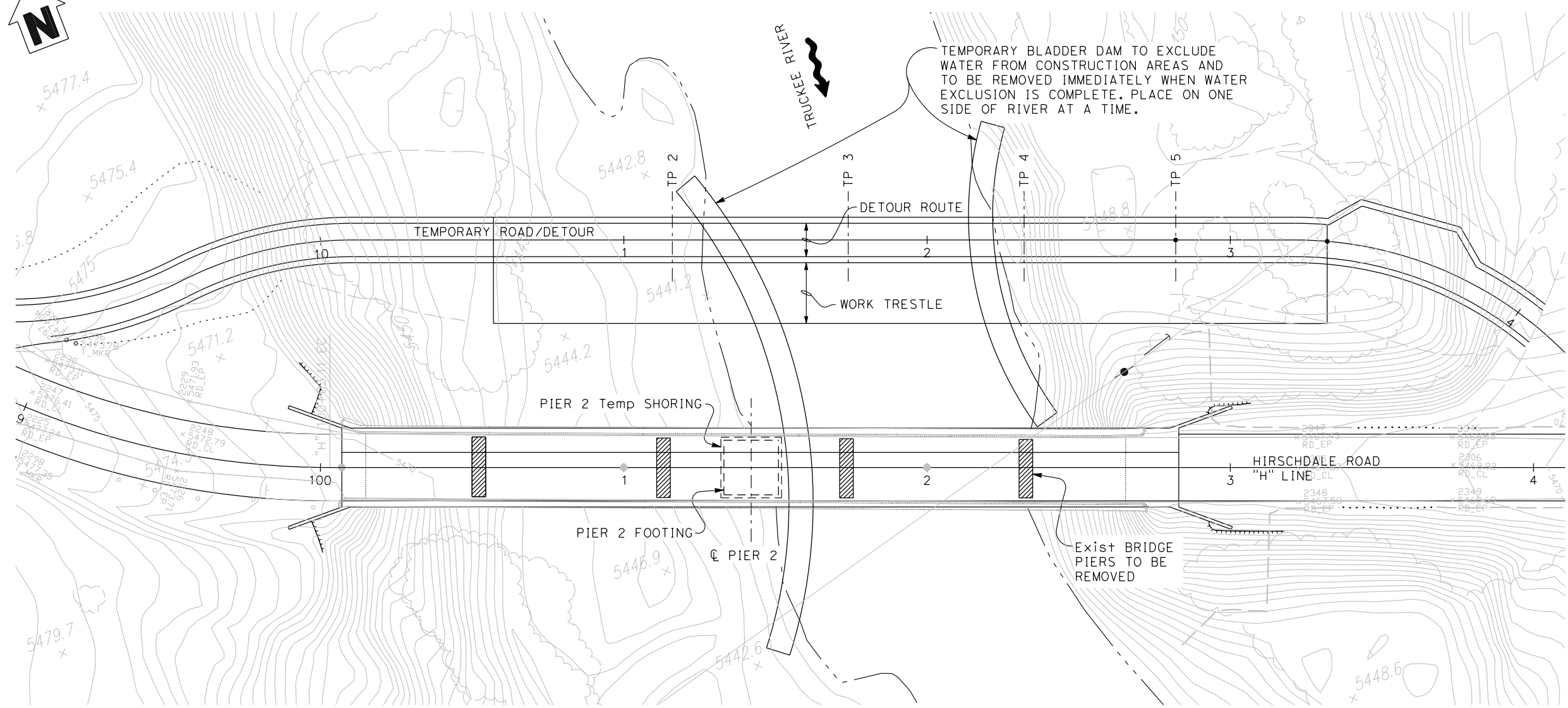
Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
to the CWC or section 303 of the CWA, or as appropriate to coordinate the operations of this Project with other projects where coordination of operations is reasonably necessary to achieve water quality standards or protect the beneficial uses of water. Notwithstanding any more specific conditions in this WQC, the Project must be constructed and operated in a manner consistent with all water quality standards and implementation plans adopted or approved pursuant to the CWC or section 303 of the CWA.	Construction			
8. This WQC does not authorize any act which results in the taking of a threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under the California Endangered Species Act (Fish and Game Code sections 2050, et seq.) or the federal Endangered Species Act (16 USC sections 1531, et seq.). If a "take" will result from any act authorized under this WQC, the Applicant must obtain authorization for the take prior to construction or operation of the Project. The Applicant is responsible for meeting all applicable requirements of the Endangered Species Act for the Project authorized under this WQC.	Prior to/During Construction	County and Contractor		
Additional Conditions				
1. Within thirty (30) days from the date of issuance of this Order for WQC, the Applicant is required to upload Project information (all information fields required by EcoAtlas), including a Project map (either using upload or draw polygon features) to the following website: http://ptrack.ecoatlas.org/ . Amendments to and monitoring reports associated with the Project must be updated on EcoAtlas (using the "Files and Links" tab under "Projects" in EcoAtlas) in addition to any other reporting required as part of this WQC.	Prior to Construction	County		
2. At least 30 days prior to Project commencement, the Applicant must provide documentation to the Water Board that they have made a payment in the amount of \$10,050 to the Truckee River Watershed Council for the Boca Unit Restoration Project to mitigate for 0.03 acres of impacts to waters of the U.S. from the Project.	Prior to Construction	County		
3. Within 72 hours prior to Project commencement, the Applicant must notify Water Board with a Project implementation schedule.	Prior to Construction	County		
4. Trestle removal contingency plan – the onsite engineer shall monitor NOAA, NWS Reno, and Farad Station weekly to determine the Truckee River flow rate and forecasted weather within the Project area. If the flow rate is approaching, or exceeding, 6,000 cubic feet per second (cfs) and inclement weather is forecasted, the Contractor shall remove the temporary trestle bridge spans within 12 calendar days. The contractor shall also install rock armor protection on the temporary fill at the temporary trestle bridge approaches.	During Construction	Contractor		
5. A detailed clear water Diversion and Dewatering Plan must be submitted to Water Board staff for written acceptance at least 60 days prior to beginning work in jurisdictional surface waters. The plan must describe the methods to be used to isolate work areas from surface waters, dewater	Prior to Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
excavation areas, and dispose of dewatering waste. The plan must include diagrams for water diversions and maps of the waste disposal areas. Additionally, a plan for monitoring potential impacts (e.g., measuring turbidity up- and down-stream, sampling protocols, frequency at specified stages of construction, and locations) to water quality during active work periods must be included. Implementation of the Diversion and Dewatering Plan is required following written acceptance by Water Board staff. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives for the receiving waters as defined and described in the Basin Plan (http://www.waterboards.ca.gov/Lahontan/water_issues/programs/basin_plan/index.shtml).				
6. Bladder dams must be removed during periods of construction inactivity, including the winter season between construction seasons when work will cease. (HMMP BIO-21)	During Construction	Contractor		
7. Work in the live channel of the Truckee River shall be limited to the period of June 15 through October 15 unless an extension is granted in writing by Water Board staff. (BIO-2a)	During Construction	Contractor		
8. At least 60 days prior to commencement of bridge demolition activities, the Applicant shall provide a Demolition Plan for Water Board staff review and acceptance. At a minimum, the Demolition Plan shall include measures to catch dust, slurry, and chunks of concrete to ensure waste does not enter the Truckee River. (BIO-4)	During Construction	Contractor		
9. Environmentally Sensitive Areas (ESAs) will be designated at the edge of work adjacent to all Waters of the State to prevent encroachment surface waters. ESA limits will be marked using orange snow fencing or equivalent and will remain in place and maintained in good condition until construction is complete. No construction material or debris shall be allowed to enter surface waters.	Prior to/During Construction	Contractor		
10. Willow plugs shall be incorporated into all rock slope protection. Willows shall have a 70 % survival rate by Year 5 as specified in the HMMP.	Post Construction	County and Contractor		
11. All excess sediment excavated from the site that is not used on-site will be removed from the site and stockpiled in an upland location so as to not be transported by wind or water into surface water. An adequate combination of sediment and erosion control BMPs must be implemented and maintained, as needed, to temporarily stabilize stockpiled soils until such time that they are reused and/or permanently stabilized.	During Construction	Contractor		
12. As required by Nevada County's Initial Study with Mitigated Negative Declaration Mitigation Measure HAZ-2, soil at locations HBTR-SS-7A, HBHO-SS-2A, and HBHO-SS-6a shall be covered with one foot of clean soil or with pavement, or alternately the upper six inches of soil shall be excavated, stockpiled, placed as fill, and covered with at least one foot of clean soil or with pavement. The soil shall not be stockpiled or buried outside of the project construction corridor,	Post Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
and soil excavated from these areas shall be placed above the ordinary high-water mark of the Truckee River.				
13. Restoration of temporary disturbances and temporary discharges of fill to waters of the state must be achieved as outlined in the HMMP. Monitoring of the onsite revegetation will occur four times annually during the five-year monitoring period and until success criteria is met. If the success criteria are not on the trajectory to be met, adaptive management corrective actions shall be taken. Annual reports detailing the quarterly monitoring visits of each year will be submitted by January 31st of the year following the monitoring period.	Post Construction	County and Contractor		
14. To document the completion of the Project, the Applicant must submit a Project Completion Report to the Water Board within 60 days following completion of the Project, including successful completion of all required mitigation and associated monitoring and reporting, if applicable. The Project Completion Report should include the following, at minimum: (1) a summary of the Project activities including: the date(s) those activities were performed, identification of work locations, techniques used (hand tools, mechanized equipment, etc.), and activities related to construction storm water controls and the BMPs used; (2) a description of the areas of temporary and permanent disturbance to waters of the state and volume of rip-rap and backfill/cover used (cubic yards); and (3) a summary of any activities that deviated from those described in the original application and supporting documents.	Post Construction	County		
15. This WQC does not authorize emergency repair activities. The Applicant is required to apply for separate authorization to perform emergency repairs should that be necessary.	N/A	County		
16. Construction equipment vehicles and equipment must be monitored for leaks, and proper BMPs must be implemented should leaks be detected, or the vehicles/equipment must be removed from service, if necessary, to protect water quality.	During Construction	Contractor		
17. Debris, cement, concrete (or wash water therefrom), oil or other petroleum products (e.g. asphalt grindings) must not be allowed to enter or be placed where they may be washed from the Project site by rainfall or runoff into waters of the state. When operations are completed, any excess material must be removed from the Project work area and any areas adjacent to the work area where such material may be transported into waters of the state.	During Construction	Contractor		
18. The Applicant must immediately notify Water Board staff by telephone whenever an adverse condition occurs as a result of this discharge. Such a condition includes, but is not limited to, a violation of the conditions of this WQC, a spill of petroleum products or toxic chemicals, or damage to control facilities that would cause noncompliance. A written notification of the adverse condition must be provided to the Water Board within two weeks of occurrence. The written notification must identify the adverse condition, describe the actions completed or necessary to remedy the	During Construction	Contractor		

Mitigation Measure	Reporting Milestone	Reporting / Responsible Party	VERIFICATION OF COMPLIANCE	
			Initials	Date
condition, and specify a timetable, subject to any modifications by Water Board staff, for the remedial actions, if not already accomplished.				
19. An “Annual Fee” will be assessed each year this WQC remains in “Active” status. The actual Annual Fee will be calculated using the fee schedule in effect at the time the annual fee is assessed per California Code of Regulations, title 23, section 2200(a)(3). The Annual Fee will apply each fiscal year or portion of fiscal year until the Applicant submits a Project Completion Report (see Additional Condition No. 14 above) and Water Board staff issues a Notice of Project Complete Letter to the Applicant.	Prior to/During/Post Construction	County		
20. An emergency spill kit must always be at the Project site during the Project.	During Construction	Contractor		
21. The Applicant must permit Water Board staff or its authorized representative upon presentation of credentials: a. Entry onto Project premises, including all areas on which wetland fill or wetland mitigation is located or in which records are kept. b. Access to copy any record required to be kept under the terms and conditions of this WQC. c. Inspection of any treatment equipment, monitoring equipment, or monitoring method required by this WQC. d. Sampling of any discharge or surface water covered by this WQC.	During Construction	Contractor		
22. The Applicant must prevent the introduction or spread of noxious/invasive organisms within the Project and staging areas. The control measures may include the treatment of onsite infestations, the cleaning of all equipment and gear that has been in an infested site, the use of weed-free erosion control materials (including straw), and the use of weed-free seeds and plant material for revegetation of disturbed areas.	During Construction	Contractor		
23. The Applicant must maintain at the Project site a copy of this WQC and a copy of the complete WQC application provided to the Water Board so as to be available at all times to site operating personnel and agencies.	During Construction	County		
24. The Applicant is responsible for informing any contractors of the specific conditions contained in this WQC.	Prior to/During Construction	County		
USACE 404 NATIONWIDE PERMIT #14				

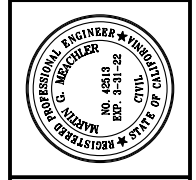
APPENDIX F: Approved Bridge Trestle



TEMPORARY BRIDGE AND WATER DIVERSION PLAN

1" = 20'

REVISIONS			
NO.	DESCRIPTION	BY	DATE



NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION

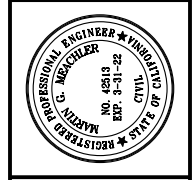


TRUCKEE RIVER
BRIDGE

DRAWING:	
DESIGNED:	
DRAWN:	
CHECKED:	
JOB NO:	2247
DATE:	MARCH, 2020

SHEET
1
OF 5 SHEETS

REVISIONS	
NO.	DESCRIPTION



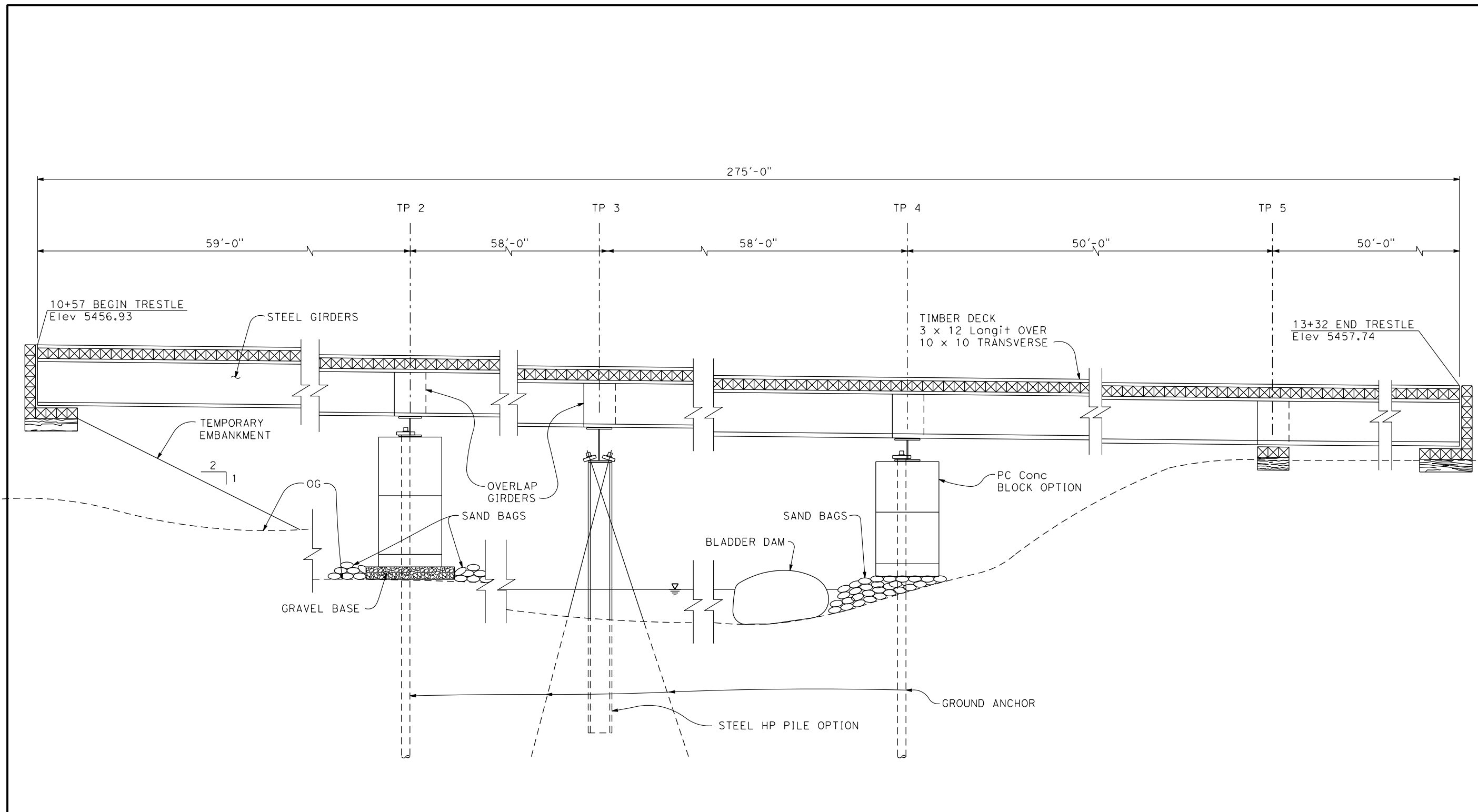
NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION



TRUCKEE RIVER
BRIDGE
TEMPORARY TRESTLE

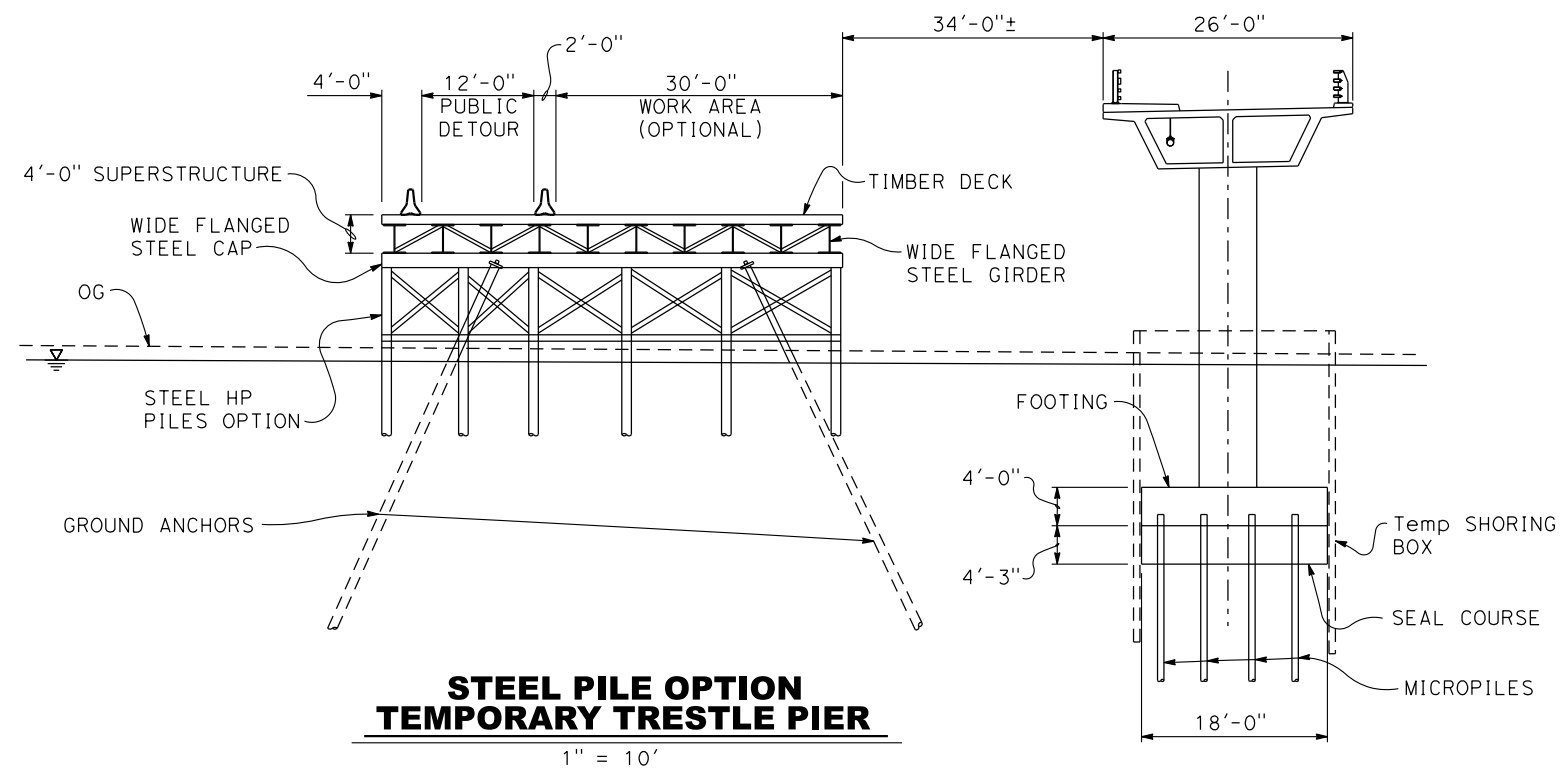
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DESIGNED:
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CHECKED:
JOB NO: 2247
DATE: MARCH, 2020

SHEET
2
OF 5 SHEETS



PART LONGITUDINAL SECTION

1/4" = 1'-0"

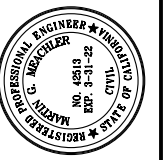


NOTE:

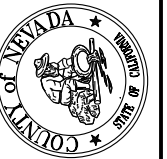
1. When removing trestle, remove HP piles and ground anchors to 5' minimum below ground.

REVISIONS

NO.	DESCRIPTION	BY	DATE



NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION



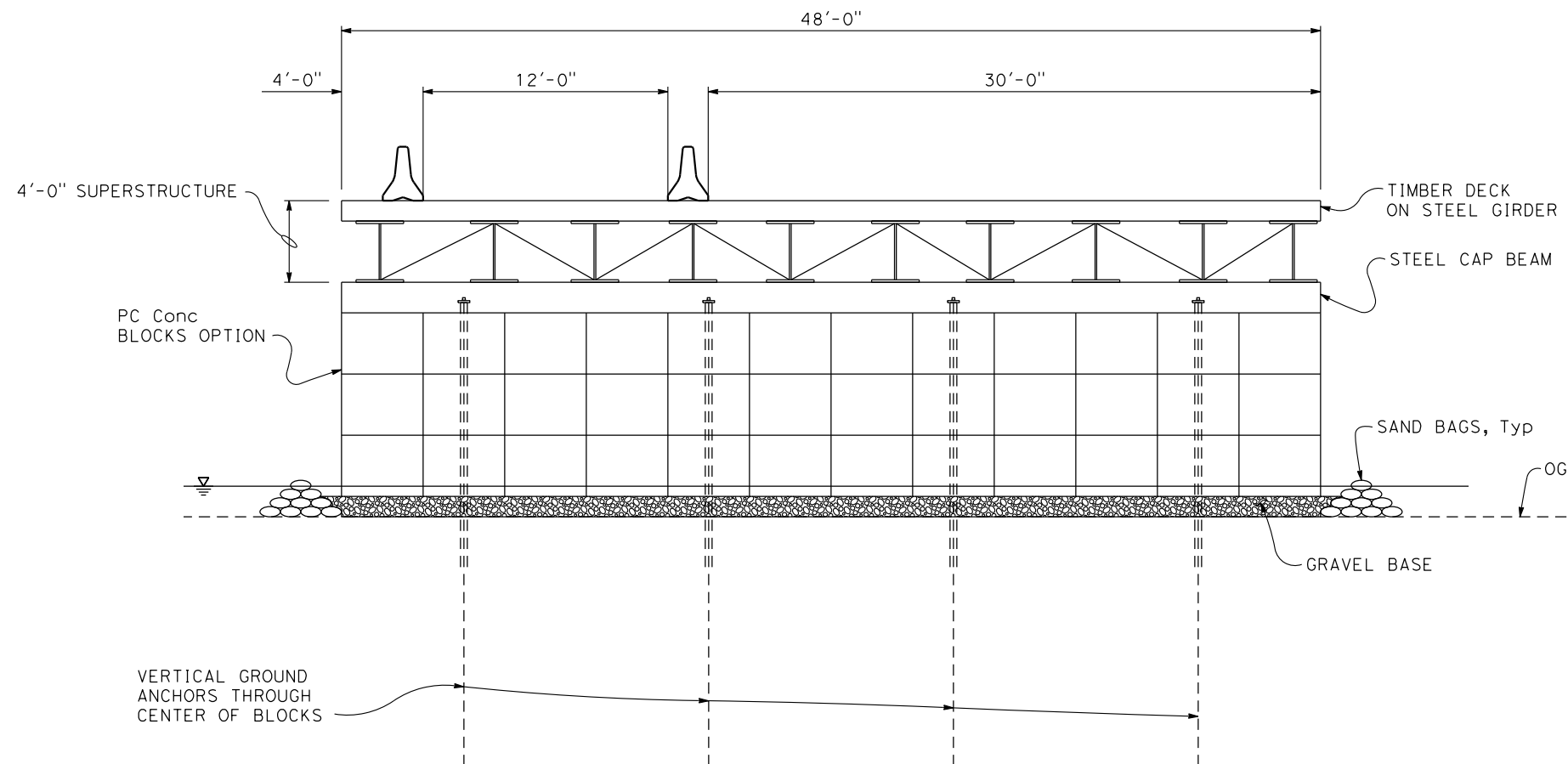
TRUCKEE RIVER
BRIDGE
TEMPORARY TRESTLE ON
STEEL PILES

DRAWING:
DESIGNED:
DRAWN:
CHECKED:
JOB NO: 2247
DATE: MARCH, 2020

SHEET

3

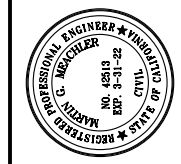
OF 5 SHEETS



**PC CONCRETE BLOCK OPTION
OPTIONAL TEMPORARY TRESTLE PIERS**

1/4" = 1'-0"

NO.	DESCRIPTION	BY	DATE

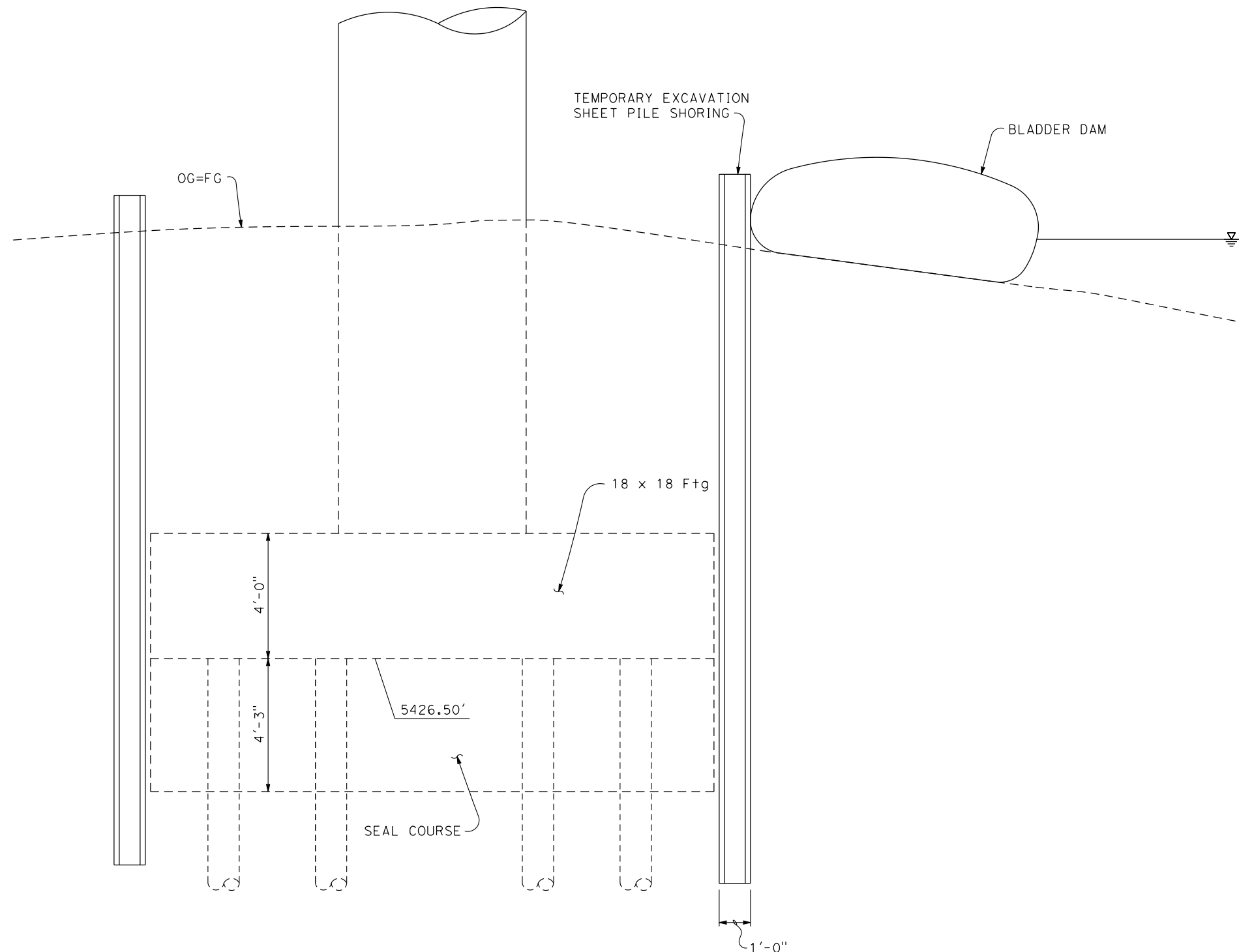


NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION



TRUCKEE RIVER
BRIDGE
TEMPORARY TRESTLE ON
CONCRETE BLOCKS

DRAWING:	
DESIGNED:	
DRAWN:	
CHECKED:	
JOB NO:	2247
DATE:	MARCH, 2020



PIER 2 EXCAVATION SHORING

1/2" = 1'-0"

NO.	DESCRIPTION	BY	DATE



NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
DESIGN/CONSTRUCTION DIVISION

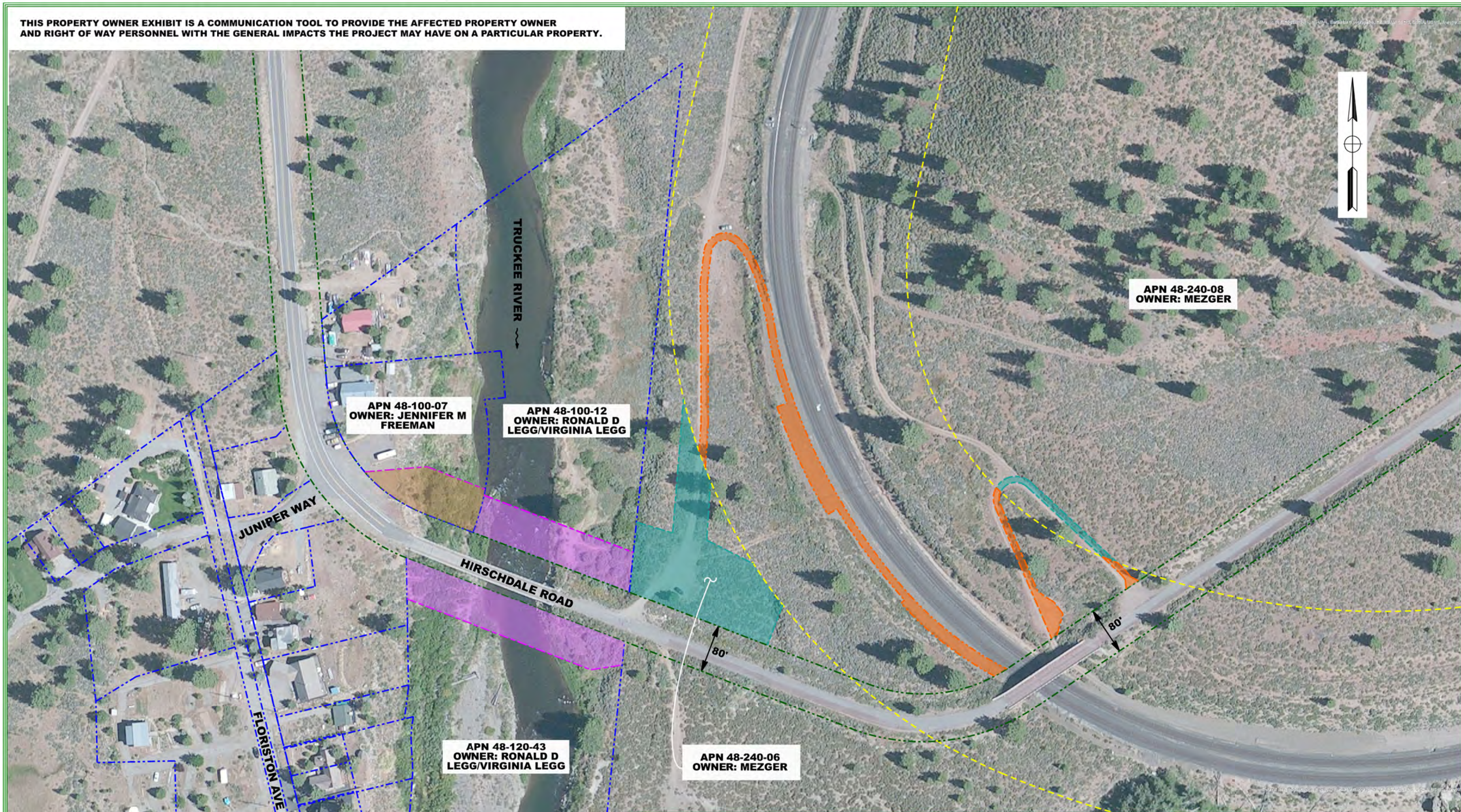


TRUCKEE RIVER
BRIDGE
TEMPORARY RIVER
DIVERSION

DRAWING:
DESIGNED:
DRAWN:
CHECKED:
JOB NO: 2247
DATE: MARCH, 2020

APPENDIX G: TCE Overview Exhibit

THIS PROPERTY OWNER EXHIBIT IS A COMMUNICATION TOOL TO PROVIDE THE AFFECTED PROPERTY OWNER AND RIGHT OF WAY PERSONNEL WITH THE GENERAL IMPACTS THE PROJECT MAY HAVE ON A PARTICULAR PROPERTY.



LEGEND	
	EXISTING RIGHT OF WAY
	PROPERTY LINE
	UPRR RIGHT OF WAY
	TEMPORARY CONSTRUCTION EASEMENTS

PROPERTY OWNER EXHIBIT

PROJECT

HIRSCHDALE ROAD BRIDGE PROJECTS

SCALE: 1" = 75'

DATE: REVISED JUNE 27, 2022

PREPARED BY: **DOKKEN ENGINEERING**

110 Blue Ravine Road, Suite 200
Folsom, CA, 95630 (916) 858-0642

\$F | LE ABBREV

APPENDIX H: PREVAILING WAGE RATES

"General Decision Number: CA20240007 06/14/2024

Superseded General Decision Number: CA20230007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the

	applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
--	---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	02/09/2024
4	02/16/2024
5	03/01/2024
6	03/08/2024
7	04/12/2024
8	05/24/2024
9	06/14/2024

ASBE0016-001 01/01/2024

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 84.76	25.07

Area 2.....\$ 64.56 25.07

ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO
& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)

AREA 1.....\$ 30.45 10.60
AREA 2.....\$ 36.53 9.27

BOIL0549-002 01/01/2021

Rates Fringes

BOILERMAKER

(1) Marin & Solano Counties.\$ 49.62 41.27
(2) Remaining Counties.....\$ 45.60 38.99

BRCA0003-001 08/01/2023

Rates Fringes

MARBLE FINISHER.....\$ 41.18 18.58

BRCA0003-004 05/01/2024

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 52.76	25.01
AREA 2.....	\$ 57.02	28.50

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 43.90	19.51
TERRAZZO WORKER/SETTER.....	\$ 59.06	28.31

BRCA0003-010 04/01/2024

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 35.00	17.44
Area 2.....	\$ 34.76	19.22
Area 3.....	\$ 37.75	19.28
Area 4.....	\$ 35.78	19.23
Tile Layer		
Area 1.....	\$ 55.55	21.08
Area 2.....	\$ 55.17	22.52
Area 3.....	\$ 59.92	22.62
Area 4.....	\$ 56.79	22.54

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 08/01/2023

	Rates	Fringes
MARBLE MASON.....	\$ 60.20	28.82

 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).	\$ 59.51	34.69

DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot
221 ft.-deeper	\$5.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

 CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

 CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

 CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03
Area 2		
Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03
Area 3		
Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....		
	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

 CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

 CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
 and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

 ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

 ELEC0180-003 12/01/2023

NAPA AND SOLANO COUNTIES

Rates	Fringes
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Sound & Communications		
Installer.....	\$ 48.44	27.60
Technician.....	\$ 55.71	27.82

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN,
 NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)

Inventory Control Systems Digital Data Systems
Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO,

SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA,
 TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour
 91+ miles - \$10.00 per hour

 ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

 ELEC0551-005 11/01/2023

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.55
Technician.....	\$ 53.64	25.76

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELEC0659-006 01/01/2024

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 45.00	19.88

 ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

 ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
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LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day
and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 80.76	37.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55

(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 48.57	37.55
AREA 2:	
(1) Leverman.....\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

- Area 1: Western part along the Southern portion of border with Shasta County
- Area 2: Remainder

MADERA COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

MARIPOSA COUNTY

- Area 1: Except Eastern part
- Area 2: Eastern part

MONTERREY COUNTY

- Area 1: Except Southwestern part
- Area 2: Southwestern part

NEVADA COUNTY:

- Area 1: All but the Northern portion along the border of Sierra County
- Area 2: Remainder

PLACER COUNTY:

- Area 1: All but the Central portion
- Area 2: Remainder

PLUMAS COUNTY:

- Area 1: Western portion
- Area 2: Remainder

SHASTA COUNTY:

- Area 1: All but the Northeastern corner
- Area 2: Remainder

SIERRA COUNTY:

- Area 1: Western part
- Area 2: Remainder

SISKIYOU COUNTY:

- Area 1: Central part
- Area 2: Remainder

SONOMA COUNTY:

- Area 1: All but the Northwestern corner
- Area 2: Remainder

TEHAMA COUNTY:

- Area 1: All but the Western border with Mendocino & Trinity Counties
- Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		

Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15
Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03

GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar;

Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor;

Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and

including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:

Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0118-012 01/01/2024

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

IRON0118-013 01/01/2024

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA,
SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

LAB00067-003 06/26/2023

AREA ""1"" - MARIN and NAPA COUNTIES

AREA ""2"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN,
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY,
YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER) Marin and Napa Counties.....	\$ 36.50	28.34

Remaining Counties.....\$ 35.50 28.34

* LAB00067-005 01/01/2024

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 37.26	27.32
Area B.....	\$ 36.26	27.32
Traffic Control Person I		
Area A.....	\$ 37.56	27.32
Area B.....	\$ 36.56	27.32
Traffic Control Person II		
Area A.....	\$ 35.06	27.32
Area B.....	\$ 34.06	27.32

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

LAB00185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
 NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
 SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlelemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

 LAB00185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
 NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU,
 SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage

rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold:	\$1.00 per hour additional.	

LAB00261-002 07/01/2023

MARIN COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$	37.26	27.30
Traffic Control Person I....\$	37.56	27.30
Traffic Control Person II...\$	35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....\$	45.89	27.72
GROUP 2.....\$	45.66	27.72
GROUP 3.....\$	45.41	27.72
GROUP 4.....\$	44.96	27.72
GROUP 5.....\$	44.42	27.72
Shotcrete Specialist.....\$	46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzle man; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzle man on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang -

muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 37.54	25.55

LAB00261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work;

Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew;

High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash,

windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

LAB00324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I...	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LAB00324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LAB00324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

LAB00324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30

GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30

LABORER (GUNITITE - AREA B:)

GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after

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GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

PAIN0016-004 01/01/2024

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - \$1.25 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-005 01/01/2024

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 56.28	29.94

PAIN0016-007 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 40.85	22.40

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.25 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2024

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 59.00	33.03

PAIN0169-004 01/01/2024

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 56.22	34.00

* PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

PREMIUMS:
Special Coatings (Brush), and Sandblasting = \$0.50/hr
Special Coatings (Spray), and Steeplejack = \$1.00/hr
Special Coating Spray Steel = \$1.25/hr
Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

PAIN0767-004 01/01/2024

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62

GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 01/01/2024

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 48.54	26.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 32.15 23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

Rates Fringes

PLUMBER (Plumber,
Steamfitter, Refrigeration
Fitter)

(1) Work on wooden frame
structures 5 stories or
less excluding high-rise
buildings and commercial
work such as hospitals,
prisons, hotels, schools,
casinos, wastewater
treatment plants, and
research facilities as well
as refrigeration
pipefitting, service and
repair work - MARKET

RECOVERY RATE.....\$ 69.70 46.38

(2) ALL other work - NEW
CONSTRUCTION RATE.....\$ 82.00 48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....\$ 69.70 33.15

PLUM0228-001 01/01/2024

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

Rates Fringes

PLUMBER.....\$ 46.75 39.29

PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

 PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 32.22	17.55

 PLUM0442-003 01/01/2024

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 52.90	36.39

PLUM0447-001 07/01/2023		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

ROOF0081-006 08/01/2023		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

ROOF0081-007 08/01/2023		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

SFCA0483-003 01/01/2024		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 74.63	38.51

SFCA0669-003 01/01/2024		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
 PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
 TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.46	27.97

SHEE0104-006 06/29/2020		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

SHEE0104-009 07/01/2021		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

SHEE0104-010 07/01/2020		

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

SHEE0104-011 07/01/2020		

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
 PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
 YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck

(when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: NEVADA COUNTY

DETERMINATION: NEV-2024-1

CRAFT	CLASSIFICATION	CRAFT FOOTNOTE	ISSUE DATE	EXPIRATION DATE	BASIC HOURLY RATE	BASIC HOURLY RATE FOOTNOTE	HEALTH AND WELFARE	HEALTH CARE WELFARE FOOTNOTE	PENSION	PENSION FOOTNOTE	VACATION/HOLIDAY	VACATION/HOLIDAY FOOTNOTE	TRAINING	TRAINING FOOTNOTE	OTHER PAYMENTS	OTHER PAYMENTS FOOTNOTE	HOURS	HOURS FOOTNOTE	STRAIGHT-TIME TOTAL HOURLY RATE	DAILY OVERTIME HOURLY RATE	DAILY OVERTIME HOURLY RATE FOOTNOTE	SATURDAY OVERTIME HOURLY RATE	SATURDAY OVERTIME HOURLY RATE FOOTNOTE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE	SUNDAY AND HOLIDAY OVERTIME HOURLY RATE FOOTNOTE	HOLIDAY PROVISIONS	SCOPE OF WORK PROVISIONS	TRAVEL & SUBSISTENCE PROVISIONS	SHIFT PROVISIONS
#BRICKLAYER, BLOCKLAYER	POINTER, CLEANER, CAULKER, WATERPROOFER (2ND SHIFT)		08/22/2023	06/30/2024**	\$60.310	A	\$11.250		\$12.470		\$0.000	B	\$1.580		\$0.430		8.0	C	\$86.040	\$116.200	D	\$116.200	E	\$146.350		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#BRICKLAYER, BLOCKLAYER	POINTER, CLEANER, CAULKER, WATERPROOFER (3RD SHIFT)		08/22/2023	06/30/2024**	\$62.930	A	\$11.250		\$12.470		\$0.000	B	\$1.580		\$0.430		8.0	C	\$88.660	\$120.130	D	\$120.130	E	\$151.590		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#CARPET, LINOLEUM,	RESILIENT TILE LAYER (2ND SHIFT)		02/22/2024	12/31/2024**	\$59.630	A	\$11.400		\$14.310		\$0.000	E	\$0.880		\$0.340		8.0		\$86.560	\$146.190		\$146.190		\$146.190	G	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	COMM & SYSTEM INSTALLER, SECOND SHIFT		02/22/2024	02/28/2025*	\$42.930		\$15.000		\$6.850	H	\$0.000		\$1.000		\$1.110	I	8.0		\$68.390	\$90.600	J	\$90.600	J	\$112.820	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	COMM & SYSTEM INSTALLER, THIRD SHIFT		02/22/2024	02/28/2025*	\$48.090		\$15.000		\$6.850	H	\$0.000		\$1.000		\$1.110	I	8.0		\$73.730	\$98.620	J	\$98.620	J	\$123.510	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	COMM & SYSTEM TECH, SECOND SHIFT		02/22/2024	02/28/2025*	\$49.370		\$15.000		\$6.850	H	\$0.000		\$1.000		\$1.110	I	8.0		\$75.060	\$100.610	J	\$100.610	J	\$126.160	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	COMM & SYSTEM TECH, THIRD SHIFT		02/22/2024	02/28/2025*	\$55.310		\$15.000		\$6.850	H	\$0.000		\$1.000		\$1.110	I	8.0		\$81.210	\$109.830	J	\$109.830	J	\$138.640	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	INSIDE WIREMAN, 2ND SHIFT		02/22/2024	07/31/2024**	\$54.940		\$13.870		\$12.250	H	\$0.000	B	\$1.760		\$7.970	L	8.0		\$92.840	\$121.340	M	\$121.340	M	\$149.840	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	INSIDE WIREMAN, 3RD SHIFT		02/22/2024	07/31/2024**	\$61.040		\$13.870		\$12.250	H	\$0.000	B	\$1.760		\$7.970	L	8.0		\$99.700	\$131.630	M	\$131.630	M	\$163.550	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	CABLE SPLICER, 2ND SHIFT		02/22/2024	07/31/2024**	\$59.940		\$13.870		\$12.250	H	\$0.000	B	\$1.760		\$7.970	L	8.0		\$98.550	\$129.900	M	\$129.900	M	\$161.250	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#ELECTRICIAN:	CABLE SPLICER, 3RD SHIFT		02/22/2024	07/31/2024**	\$67.150		\$13.870		\$12.250	H	\$0.000	B	\$1.760		\$7.970	L	8.0		\$106.080	\$141.200	M	\$141.200	M	\$176.320	K	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#FIELD SURVEYOR:	CHIEF OF PARTY (NIGHT SHIFT)	N	02/22/2024	02/28/2025*	\$65.800		\$13.380		\$13.510	Q	\$5.010	P	\$1.260		\$0.190		8.0		\$99.150	\$132.050	Q	\$132.050	Q	\$164.950		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#FIELD SURVEYOR:	INSTRUMENTMAN (NIGHT SHIFT)	N	02/22/2024	02/28/2025*	\$60.640		\$13.380		\$13.510	Q	\$5.010	P	\$1.260		\$0.190		8.0		\$93.990	\$124.310	Q	\$124.310	Q	\$154.630		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#FIELD SURVEYOR:	CHAINMAN/RODMAN (NIGHT SHIFT)	N	02/22/2024	02/28/2025*	\$57.400		\$13.380		\$13.510	Q	\$5.010	P	\$1.260		\$0.190		8.0		\$90.750	\$119.450	Q	\$119.450	Q	\$148.150		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#GLAZIER	GLAZIER (SPECIAL SHIFT)	R	02/22/2024	06/30/2024*	\$47.530	A	\$11.400		\$23.080	S	\$0.000		\$1.140		\$0.480	I	7.5	U	\$83.630	\$131.160		\$131.160		\$131.160		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#MARBLE FINISHER	MARBLE FINISHER (2ND SHIFT)	V	08/22/2023	07/31/2024**	\$46.180	W	\$11.250		\$6.280	E	\$0.000	E	\$0.450		\$0.930		8.0		\$65.090	\$88.180	X	\$111.270		\$111.270		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#MARBLE MASON	MARBLE MASON (2ND SHIFT)	V	08/22/2023	07/31/2024**	\$66.200	W	\$11.250		\$15.880	E	\$0.000	E	\$0.800		\$1.280		8.0		\$95.410	\$128.510	X	\$161.610		\$161.610		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PAINTER	PAINTER (SPECIAL SHIFT)	Y	02/22/2024	12/31/2024**	\$48.970	Z	\$11.400		\$10.050	Q	\$0.000	E	\$0.950		\$0.530		8.0	C	\$71.900	\$96.390	AA	\$96.390	AA	\$120.870		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PAINTER	INDUSTRIAL PAINTER (SPECIAL SHIFT)	AB	02/22/2024	12/31/2024**	\$51.670	Z	\$11.400		\$10.050	Q	\$0.000	E	\$0.950		\$0.530		8.0	C	\$74.600	\$100.440	AA	\$100.440	AA	\$126.270		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PAINTER	BRIDGE PAINTER (SPECIAL SHIFT)	AC	02/22/2024	12/31/2024**	\$54.070	Z	\$11.400		\$10.050	Q	\$0.000	E	\$0.950		\$0.530		8.0	C	\$77.000	\$104.040	AA	\$104.040	AA	\$131.070		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PAINTER:	TAPER (SPECIAL SHIFT)	AD	02/22/2024	06/30/2024**	\$67.490	AE	\$11.400		\$17.490	E	\$0.000	E	\$1.050		\$0.670		8.0		\$98.100	\$131.850	AE	\$131.850	AE	\$165.590	AG	Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PLASTERER	PLASTERER: 2ND SHIFT		08/22/2023	06/30/2024**	\$48.540	AH	\$14.930		\$18.990		\$0.000	B	\$1.290		\$1.340		7.0	AI	\$85.090	\$105.710	AJ	\$105.710	AK	\$126.320		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PLASTERER:	PLASTERER: 3RD SHIFT		02/22/2024	06/30/2024**	\$49.540	AH	\$14.930		\$18.990		\$0.000	B	\$1.290		\$1.340		7.0	AI	\$86.090	\$106.710	AJ	\$106.710	AK	\$127.320		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PLUMBER:	PLUMBER, STEAMFITTER (2ND AND 3RD SHIFT)	AL	08/22/2023	06/30/2024**	\$70.290	A	\$12.400		\$14.650	AM	\$0.000	B	\$1.350		\$0.700		8.0		\$99.390	\$134.530	AN	\$134.530	AO	\$169.680		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#PLUMBER:	PLUMBER (FOR TOTAL PLUMBING JOBS \$150,000 OR UNDER) (2ND AND 3RD SHIFT)	AL	08/22/2023	06/30/2024**	\$57.310	A	\$10.270		\$11.050		\$0.000	B	\$1.350		\$0.700		8.0		\$80.680	\$109.330	AN	\$109.330	AP	\$137.980		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#SHEET METAL WORKER	SHEET METAL WORKER (2ND SHIFT)		08/22/2023	06/30/2024**	\$55.990	A	\$16.100		\$27.270	AQ	\$0.000	B	\$1.490		\$0.840		7.5	AR	\$101.690	\$132.020	AN	\$132.020	AN	\$162.330		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#SHEET METAL WORKER	SHEET METAL WORKER (3RD SHIFT)		08/22/2023	06/30/2024**	\$58.540	A	\$16.100		\$27.270	AQ	\$0.000	B	\$1.490		\$0.840		7.0	AS	\$104.240	\$135.840	AN	\$135.840	AN	\$167.430		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#SHEET METAL WORKER	SHEET METAL WORKER (SPECIAL SHIFT)		08/22/2023	06/30/2024**	\$57.010	A	\$16.100		\$27.270	AQ	\$0.000	B	\$1.490		\$0.840		8.0		\$102.710	\$133.550	AN	\$133.550	AN	\$164.370		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#TERRAZZO FINISHER	TERRAZZO FINISHER, 2ND SHIFT	AT	08/22/2023	06/30/2024**	\$48.900	AU	\$11.250		\$6.820		\$0.000	B	\$0.800		\$1.070		8.0		\$68.840	\$90.710	AV	\$90.710	AV	\$112.580		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#TERRAZZO FINISHER	TERRAZZO FINISHER, 3RD SHIFT	AT	08/22/2023	06/30/2024**	\$48.900	AU	\$11.250		\$6.820		\$0.000	B	\$0.800		\$1.070		8.0		\$68.840	\$90.710	AV	\$90.710	AV	\$112.580		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#TERRAZZO WORKER	TERRAZZO WORKER, 2ND SHIFT	AT	08/22/2023	06/30/2024**	\$67.060	AU	\$11.250		\$15.380		\$0.000	B	\$0.800		\$1.310		8.0		\$95.800	\$125.970	AV	\$125.970	AV	\$156.140		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#TERRAZZO WORKER	TERRAZZO WORKER, 3RD SHIFT	AT	08/22/2023	06/30/2024**	\$67.060	AU	\$11.250		\$15.380		\$0.000	B	\$0.800		\$1.310		8.0		\$95.800	\$125.970	AV	\$125.970	AV	\$156.140		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#TILE FINISHER	TILE FINISHER, 2ND SHIFT		02/22/2024	03/31/2024*	\$36.910	AW	\$11.210		\$4.140		\$1.100		\$0.500		\$1.280		8.0	C	\$55.140	\$71.100		\$71.100	AX	\$87.050		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions
#TILE SETTER	TILE SETTER, 2ND SHIFT		02/22/2024	03/31/2024**	\$56.890	AW	\$11.210		\$7.090		\$2.350		\$0.750		\$1.860		8.0	C	\$80.150	\$105.600		\$105.600	AX	\$131.040		Holidays	Scope of Work	Travel & Subsistence	Shift Provisions

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FOOTNOTES

* EFFECTIVE UNTIL SUPERSEDED BY A NEW DETERMINATION ISSUED BY THE DIRECTOR OF INDUSTRIAL RELATIONS. CONTACT THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774 FOR THE NEW RATES AFTER TEN DAYS AFTER THE EXPIRATION DATE IF NO SUBSEQUENT DETERMINATION IS ISSUED.

THE RATE TO BE PAID FOR WORK PERFORMED AFTER THIS DATE HAS BEEN DETERMINED. IF WORK WILL EXTEND PAST THIS DATE, THE NEW RATE MUST BE PAID AND SHOULD BE INCORPORATED IN CONTRACTS ENTERED INTO NOW. CONTACT THE OFFICE OF THE DIRECTOR RESEARCH UNIT FOR SPECIFIC RATES AT (415) 703-4774.

** # INDICATES AN APPRENTICEABLE CRAFT. THE CURRENT APPRENTICE WAGE RATES ARE AVAILABLE ON THE INTERNET @ [HTTP://WWW.DIR.CA.GOV/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP](http://www.dir.ca.gov/OPRL/PWAPPWAGE/PWAPPWAGESTART.ASP).

& THE BASIC HOURLY RATE AND EMPLOYER PAYMENTS ARE NOT TAKEN FROM A COLLECTIVE BARGAINING AGREEMENT FOR THIS CRAFT OR CLASSIFICATION.

A INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF.

B INCLUDED IN STRAIGHT-TIME HOURLY RATE.

C SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

D RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

E RATE APPLIES TO THE FIRST 8 HOURS WORKED ON SATURDAY. ALL OTHER HOURS ARE PAID AT THE SUNDAY/HOLIDAY RATE.

F INCLUDED IN BASIC HOURLY RATE.

G DESIGNATED DAYS OFF SHALL BE PAID AT TIME AND ONE-HALF (1 1/2X). PLEASE REFER TO THE HOLIDAY PROVISION FOR A LIST OF DESIGNATED DAYS OFF.

H IN ADDITION, AN AMOUNT EQUAL TO 3% OF THE BASIC HOURLY RATE IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE NATIONAL EMPLOYEES BENEFIT BOARD.

I IN ADDITION, AN AMOUNT EQUAL TO 0.5% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE ADMINISTRATIVE MAINTENANCE FUND.

J RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY NON-SHIFT OVERTIME HOURLY RATE.

K DISREGARD THIS RATE. USE THE SUNDAY AND HOLIDAY NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

L IN ADDITION, AN AMOUNT EQUAL TO 1.6% OF THE BASIC HOURLY RATE, WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER, IS ADDED TO THE TOTAL HOURLY RATE AND OVERTIME HOURLY RATES FOR THE CONTRACT ADMINISTRATION FUND.

M DISREGARD THIS RATE. USE THE DAILY OVERTIME NON-SHIFT DIFFERENTIAL RATE FOR THIS CLASSIFICATION AS PUBLISHED IN THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS.

N ALL CREWS, WITHOUT CONSIDERATION TO THE NUMBER OF INDIVIDUALS IN THE CREW, SHALL INCLUDE A CHIEF OF PARTY. A CREW CONSISTS OF ONE (1) OR MORE EMPLOYEES PERFORMING FIELD AND CONSTRUCTION SURVEY WORK.

O INCLUDES AN AMOUNT PER HOUR WORKED FOR ANNUITY TRUST FUND.

P INCLUDES AN AMOUNT PER HOUR WORKED FOR SUPPLEMENTAL DUES.

Q RATE APPLIES TO DAILY OVERTIME HOURS UP TO AND INCLUDING 12 HOURS WORKED, SUNDAY NIGHT THROUGH THURSDAY NIGHT, OR OTHER OVERTIME HOURS BEYOND 40 HOURS IN A WORKWEEK. ALL OTHER OVERTIME IS PAID AT THE SUNDAY/HOLIDAY SHIFT DIFFERENTIAL RATE. IN THE EVENT THAT THERE ARE LESS THAN 40 HOURS WORKED SUNDAY THROUGH THURSDAY, THEN THE BALANCE OF HOURS WORKED UP TO AND INCLUDING 40 HOURS FOR THE WORKWEEK, OR UP TO 8 HOURS FOR THE WORKDAY, MAY BE WORKED ON SATURDAY AT THE STRAIGHT-TIME SHIFT DIFFERENTIAL RATE.

R CERTIFIED MANIPULATOR WORK SHALL RECEIVE \$1.25 PER HOUR ABOVE THE BASIC WAGE RATE

S INCLUDES AN AMOUNT PER HOUR WORKED FOR IUPAT, IARP, AND RETIREE PENSION.

T INCLUDES AMOUNTS FOR INDUSTRY FUND, WORK PRESERVATION FUND, AND LABOR MANAGEMENT COOPERATION INITIATIVE

U 8 HOURS PAY FOR 7.5 HOURS WORKED AT THE STRAIGHT TIME BASIC HOURLY RATE

V EMPLOYEES WORKING ON ANY SUSPENDED PLATFORM/SCAFFOLD SHALL BE PAID AN ADDITIONAL \$20.00 PER DAY ABOVE THE WAGE RATE.

W INCLUDES AN AMOUNT FOR DUES CHECK-OFF AND VACATION/HOLIDAY WHICH ARE FACTORED INTO OVERTIME RATES.

X RATE APPLIES TO FIRST 2 OVERTIME HOURS MONDAY THROUGH FRIDAY; ALL OTHER OVERTIME IS PAID AT THE DOUBLE TIME RATE.

Y PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: EXOTIC MATERIALS (\$1.25 PER HOUR) AND LEAD ABATEMENT/REMOVAL (\$1.00 PER HOUR). EMPLOYEES WORKING ON COMMERCIAL PROJECTS SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM WHENEVER THE WORK PERFORMED REQUIRES A SWINGING AND/OR PLATFORM SUSPENSION SYSTEM. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.

Z INCLUDES AMOUNT FOR VAC/HOL AND DUES CHECK OFF.

AA RATE APPLIES TO FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY, FIRST 12 HOURS WORKED ON SATURDAYS AND ALL HOURS WORKED ON DESIGNATED DAYS OFF. ALL OTHER OVERTIME IS PAID AT SUNDAY/HOLIDAY RATE.

AB PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). EMPLOYEES SHALL ALSO BE ENTITLED TO HIGH TIME PREMIUM PAY WHENEVER THE WORK PERFORMED REQUIRES PERSONAL FALL RESTRAINTS TO BE WORN BY THE EMPLOYEE. THE AMOUNT OF THE PREMIUM SHALL BE AS FOLLOWS: AN ADDITIONAL \$4.00 PER HOUR WHEN WORKING FROM 100 TO 180 FEET ABOVE GROUND OR WATER LEVEL AND \$6.00 PER HOUR WHEN WORKING OVER 180 FEET. SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.

AC PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED. EMPLOYEES SHALL RECEIVE PREMIUM PAY FOR THE FOLLOWING WORK: METALIZING AND THERMAL SPRAY (\$4.00 PER HOUR). SEE SCOPE PROVISIONS FOR FURTHER DETAILS ON PREMIUMS.

AD PORTION OF COUNTY LYING OUTSIDE THE TAHOE BASIN WATERSHED.

AE INCLUDES AMOUNTS FOR VACATION AND DUES CHECK OFF

AF RATE APPLIES TO THE FIRST 4 DAILY OVERTIME HOURS AND THE FIRST 12 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AG DESIGNATED DAYS OFF SHALL BE PAID AT THE SATURDAY OVERTIME RATE; PLEASE REFER TO THE HOLIDAY PROVISIONS FOR A LIST OF DESIGNATED DAYS OFF.

AH INCLUDES AMOUNTS WITHHELD FOR DUES CHECK OFF, VACATION, AND SHIFT PREMIUM WHICH ARE NOT FACTORED INTO OVERTIME. EMPLOYEES OPERATING AND WORKING BEHIND PLASTER GUNS SHALL RECEIVE AN ADDITIONAL \$5.00 PER DAY ABOVE THE WAGE RATE. EMPLOYEES WORKING ON AN EXTERIOR SUSPENDED SCAFFOLD SHALL BE PAID AN ADDITIONAL \$15.00 PER DAY ABOVE THE WAGE RATE.

AI 8 HOURS PAY FOR 7 HOURS WORKED AT STRAIGHT-TIME BASIC HOURLY RATE.

AJ RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 7 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

AK RATE APPLIES TO THE FIRST 4 OVERTIME HOURS MONDAY THROUGH FRIDAY AND THE FIRST 7 HOURS WORKED ON SATURDAYS AND DESIGNATED DAYS OFF. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER

AL RATE APPLIES TO REMAINDER OF COUNTY.

AM PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AN RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AO RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 10 HOURS ON SATURDAY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AP RATE APPLIES TO THE FIRST 10 HOURS ON SATURDAY IF HOURS WORKED ARE UNDER 40 HOURS PER WEEK. FOR WORK OVER 40 HOURS IN ONE WEEK, THE SATURDAY RATE IS 1.5X THE BASIC HOURLY RATE (NO FRINGE BENEFITS ARE INCLUDED). ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE. SATURDAYS IN THE SAME WORK WEEK MAY BE WORKED AT STRAIGHT-TIME IF JOB IS SHUT DOWN DURING THE NORMAL WORKWEEK DUE TO INCLEMENT WEATHER.

AQ INCLUDES AN AMOUNT FOR PENSION WHICH IS FACTORED AT THE APPLICABLE OVERTIME MULTIPLIER. PURSUANT TO LABOR CODE SECTIONS 1773.1 AND 1773.8, THE AMOUNT PAID FOR THIS EMPLOYER PAYMENT MAY VARY RESULTING IN A LOWER TAXABLE BASIC HOURLY WAGE RATE, BUT THE TOTAL HOURLY RATES FOR STRAIGHT TIME AND OVERTIME MAY NOT BE LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES.

AR EIGHT (8) HOURS PAY FOR SEVEN AND ONE-HALF (7.5) HOURS WORKED

AS EIGHT (8) HOURS PAY FOR SEVEN (7) HOURS WORKED

AT THE RATIO OF TERRAZZO FINISHER HOURS TO TERRAZZO WORKER HOURS SHALL NOT EXCEED TWO (2) TO ONE (1).

AU INCLUDES AN AMOUNT FOR VACATION/DUES CHECK OFF WHICH IS NOT FACTORED IN THE OVERTIME RATES.

AV RATE APPLIES TO THE FIRST 2 DAILY OVERTIME HOURS AND THE FIRST 8 HOURS ON SATURDAY ONLY; ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME HOURLY RATE.

AW INCLUDES AMOUNT WITHHELD FOR DUES CHECK OFF, WHICH IS FACTORED IN THE OVERTIME RATES. INCLUDES AN AMOUNT OF PREMIUM RATE PER HOUR ABOVE THE REGULAR STRAIGHT-TIME RATE, WHICH IS NOT FACTORED IN THE OVERTIME RATES. ANY EMPLOYEE WORKING UNDERGROUND SHALL RECEIVE \$1.00 PER HOUR IN ADDITION TO REGULAR WAGES.

AX RATE APPLIES TO THE FIRST 9 HOURS WORKED ON SATURDAY. ALL OTHER TIME IS PAID AT THE SUNDAY AND HOLIDAY OVERTIME RATE.

RECOGNIZED HOLIDAYS: HOLIDAYS UPON WHICH THE GENERAL PREVAILING HOURLY WAGE RATE FOR HOLIDAY WORK SHALL BE PAID, SHALL BE ALL HOLIDAYS IN THE COLLECTIVE BARGAINING AGREEMENT, APPLICABLE TO THE PARTICULAR CRAFT, CLASSIFICATION, OR TYPE OF WORKER EMPLOYED ON THE PROJECT, WHICH IS ON FILE WITH THE DIRECTOR OF INDUSTRIAL RELATIONS. IF THE PREVAILING RATE IS NOT BASED ON A COLLECTIVELY BARGAINED RATE, THE HOLIDAYS UPON WHICH THE PREVAILING RATE SHALL BE PAID SHALL BE AS PROVIDED IN SECTION 6700 OF THE GOVERNMENT CODE. YOU MAY OBTAIN THE HOLIDAY PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). HOLIDAY PROVISIONS FOR THE CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE: IN ACCORDANCE WITH LABOR CODE SECTIONS 1773.1 AND 1773.9, CONTRACTORS SHALL MAKE TRAVEL AND/OR SUBSISTENCE PAYMENTS TO EACH WORKER TO EXECUTE THE WORK. YOU MAY OBTAIN THE TRAVEL AND/OR SUBSISTENCE PROVISIONS FOR THE CURRENT DETERMINATIONS ON THE INTERNET AT [HTTP://WWW.DIR.CA.GOV/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). TRAVEL AND/OR SUBSISTENCE REQUIREMENTS FOR CURRENT OR SUPERSEDED DETERMINATIONS MAY BE OBTAINED BY CONTACTING THE OFFICE OF THE DIRECTOR - RESEARCH UNIT AT (415) 703-4774.

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