

SET NO. _____

**NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS**

BOOK 2 of 3

**NOTICE TO BIDDERS AND
SPECIAL PROVISIONS**

FOR

COUNTY CONTRACT NO. 224021

PURDON ROAD OVER SHADY CREEK
BRIDGE REPLACEMENT PROJECT

FEDERAL-AID PROJECT NO. BRLO-5917(083)

**For use in connection with Standard Specifications and Standard Plans dated 2015
of the California Department of Transportation, and the
Labor Surcharge and Equipment Rental Rates
in effect on the date the work is accomplished.**

February 6, 2018

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NEVADA COUNTY

Purdon Road Bridge Replacement Project

The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineers, in accordance with California Business and Professions Code §6735.

ROADWAY AND STRUCTURE

Fortunato Enriquez 2-6-2018
Registered Civil Engineer Date



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NOTICE TO BIDDERS

COUNTY CONTRACT NO. 224021
FEDERAL AID PROJECT No. BRLO-5917(083)

Sealed bids for the work shown on the plan sets entitled:

NEVADA COUNTY
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS
for
Purdon Road Over Shady Creek Bridge Replacement Project
Federal Project No. BRLO-5917(083)

Bids will be received by Nevada County, Purchasing Division, c/o the Auditor Controller's Office, 950 Maidu Avenue, Suite 230, 2nd Floor, Nevada City, California, 95959, until **TBD**; Attention Diana Wilburn at (530) 265-1766, at which time they will be publicly opened and read.

General Work Description:

Work includes replacing a two-span bridge. The new bridge is 59 feet long and 27.33' feet wide. The bridge is supported on spread foundations.

Project Location:

The project is located in Nevada City on Purdon Rd over Shady Creek.

Project Cost:

The estimated cost of this project is \$1,520,000.

Working Days: Complete the work within 160 Working Days.

PRE-BID MEETING: There is no pre-bid meeting scheduled for this project.

DBE Goal:

The DBE Contract goal is 10 percent.

For the Federal training program, the number of trainees or apprentices is 0.

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.

Bids are required for the entire work described herein.

The Contractor must possess a valid California Class A contractor's license, or a combination of the following classes: C-8 Concrete Contractor, C-12 Earthwork and Paving Contractor, C-13 Fencing Contractor, C-32 Parking and Highway Improvement Contractor, D-42 Sign Installation Contractor, D-56 Trenching Contractor, D-63 Construction Cleanup Contractor, and all other classes required by the

categories and types of work included in this contract at the time of the bid award. All licenses must remain in effect throughout the term of this contract.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry ten (10) days prior to bid opening and must be addressed to:

Diana Wilburn
County of Nevada Purchasing Division
950 Maidu Avenue,
Nevada City, CA 95959
Phone Number (530) 265-1766 or diana.wilburn@co.nevada.ca.us

Any such inquiries or questions, submitted after ten (10) days prior to bid opening date after 5:00 PM, will not be accepted treated as a bid protest.

Nevada County 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.

Plans, specifications, proposal forms and all documents relating to this project can be downloaded from the website: <https://www.mynevadacounty.com/734/Purchasing>. Potential bidders must register as plan holders with the County in order to be notified of addenda and other notices. To register, please send an email to diana.wilburn@co.nevada.ca.us, indicating "Purdon Road over Shady Creek Bridge Project Bid Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call (530) 265-1766.

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the County's website listed above.

Project documents may also be reviewed or purchased at:
Nevada County Department of Public Works
950 Maidu Avenue, Suite 130
Nevada City, CA 95959

A printed copy may be obtained by paying a non-refundable fee of:

1. \$40.00 if picked up in person, or
2. \$50.00 if the documents are mailed.

Caltrans Standard Specifications and Standard Plans are available on the website:
http://dot.ca.gov/hq/esc/oe/construction_standards.html

The County reserves the right to reject any bid based on non-responsiveness if a bidder fails to provide a bid that complies with all bidding instructions.

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

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

Pursuant to Labor Code §1725.5, a Contractor shall be registered with the California Department of Industrial Relations (CA DIR) in order to be qualified to bid on, be listed in the bid proposal (subcontractor) or engage in the performance of any public work contract. Contractors are advised to assure they are an 'active' contractor status prior to bidding or submitting bids as a subcontractor. Additional information pertaining to this requirement and how to register is available on the CA DIR website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the Bid Book and in copies of this book that 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 Bid Book. 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.

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 must 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 must 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 OF NEVADA

BOARD OF SUPERVISORS
STATE OF CALIFORNIA

Dated: _____

By: _____
Chair, Board of Supervisors

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NEVADA COUNTY

Purdon Road Over Shady Creek Bridge Replacement Project

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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)
RSP 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

EXCAVATION AND BACKFILL

A62C	Limits of Payment for Excavation and Backfill - Bridge
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FENCES

A86	Barbed Wire and Wire Mesh Fences
A86A	Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade
A86B	Barbed Wire and Wire Mesh Fence Details
A86C	Barbed Wire and Wire Mesh Fence Details at Ditch Crossing
A86D	Barbed Wire and Wire Mesh Fence - Miscellaneous Details

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	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)

BRIDGE DETAILS

B0-1	Bridge Details
RSP B0-3	Bridge Details
B0-5	Bridge Details

JOINT SEALS

B6-21	Joint Seals (Maximum Movement Rating = 2")
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CAST-IN-PLACE POST-TENSIONED GIRDER

RSP B8-5	Cast-In-Place Post-Tensioned Girder Details
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STRUCTURE APPROACH

RSP B9-4	Structure Approach - Type EQ (10)
RSP B9-5	Structure Approach - Slab Details
RSP B9-6	Structure Approach - Drainage Details

CHAIN LINK RAILING, CABLE RAILING AND TUBULAR HAND RAILING

B11-47	Cable Railing
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BRIDGE METAL RAIL BARRIERS

B11-65	California ST-30 Bridge Rail
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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**

BID ITEM LIST CONTRACT NO. 224021

PURDON ROAD BRIDGE REPLACEMENT *FEDERAL-AID PROJECT NO. BRLO-5917(083)*

(Not to be used for bidding purposes)

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
1	099999		CONSTRUCTION STAKING	LS	1
2	100100		DEVELOP WATER SUPPLY	LS	1
3	120090		CONSTRUCTION AREA SIGNS	LS	1
4	120100		TRAFFIC CONTROL SYSTEM	LS	1
5	120182		PORTABLE DELINEATOR	EA	64
6	129000		TEMPORARY RAILING (TYPE K)	LF	120
7	129113		TEMPORARY ALTERNATIVE CRASH CUSHION	EA	4
8	130100		JOB SITE MANAGEMENT	LS	1
9	130200		PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1
10	130550		TEMPORARY HYDROSEED	SQYD	1352
11	130640		TEMPORARY FIBER ROLL	LF	828
12	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	1040
13	170103		CLEARING AND GRUBBING	LS	1
14	190101	F	ROADWAY EXCAVATION	CY	723
15	192003	F	STRUCTURE EXCAVATION (BRIDGE)	CY	234
16	193003	F	STRUCTURE BACKFILL (BRIDGE)	CY	152
17	210350		FIBER ROLL	LF	1289
18	210430		HYDROSEED	SQFT	9775
19	260203		AGGREGATE BASE (CLASS 2)	CY	230
20	390132		HOT MIX ASPHALT (TYPE A)	TON	297
21	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	29
22	398001		REMOVE ASPHALT CONCRETE PAVEMENT (SQFT)	SQFT	915
23	480600		TEMPORARY SHORING	LS	1
24	500001	P	PRESTRESSING CAST IN PLACE CONCRETE	LS	1
25	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	20

ITEM NO.	ITEM CODE	P-F	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY
26	510053	F	STRUCTURAL CONCRETE, BRIDGE	CY	81
27	510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	109
28	510085	F	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	CY	18
29	511035		ARCHITECTURAL TREATMENT	SQFT	1400
30	511106		DRILL AND BOND DOWEL	LF	30
31	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	38020
32	520106	P-F	BAR REINFORCING STEEL (EPOXY COATED)	LB	12860
33	600097		BRIDGE REMOVAL	LS	1
34	641101	P	18" HDPE PIPE (TYPE S)	LF	42
35	705307		18" ALTERNATIVE FLARED END SECTION	EA	1
36	721015	F	ROCK SLOPE PROTECTION (NO. 1, METHOD B)	CY	31
37	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	45
38	780440		PREPARE AND STAIN CONCRETE	SQFT	1400
39	803020		REMOVE FENCE	LF	363
40	800000A	P	FENCE (TYPE BLW, 3-STRAND, METAL POST)	LF	381
41	820230		REMOVE SIGN	EA	5
42	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	44
43	820840		ROADSIDE SIGN - ONE POST	EA	5
44	810190A		GUARD RAIL DELINEATORS	EA	24
45	839521	F	CABLE RAILING	LF	14
46	839738	P-F	CALIFORNIA ST-30 BRIDGE RAIL	LF	314
47	999990		MOBILIZATION	LS	1

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* as revised by any revised standard specification.

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

Add to section 1-1.05:

When a submittal is to be made to METS or to OSD, submit the items to the Engineer unless otherwise noted.

References to the Bidder's Exchange means the County of Nevada Procurement Services

References to the Department's *Certification Program for Suppliers of Asphalt* means Caltrans' *Certification Program for Suppliers of Asphalt*.

References to the Department's *Construction Site Best Management Practices (BMP) Manual* means Caltrans'.

References to the Department's *Construction Site Monitoring Program (CSMP) Guidance Manual* means Caltrans'.

References to the Department's Dispute Resolution Advisor Candidates List refers to Caltrans'.

References to the Department's Division of Construction Website means Caltrans'.

References to the Department's *Falsework Manual* means Caltrans' manual.

References to the Department's *Field Guide for Construction Site Dewatering* means Caltrans'.

References to the Department's Independent Assurance Program means Caltrans'.

References to the Department's *Materials Plant Quality Program* means Caltrans'.

References to the Department's *Quality Control Manual for Hot Mix Asphalt Production and Placements* means Caltrans'.

References to the Department's *Soil and Rock Logging, Classification, and Presentation Manual* means Caltrans'.

References to the Department's *Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution*

Control Plan means the project WPCP.

References to the Department's Traffic Operations Website means Caltrans' website.

References to the Department's Value Analysis Team Guide means Caltrans'.

References to Geotechnical Services website means Caltrans' Website.

References to Geotechnical Services means the Engineer.

References to the METS Website means the Caltrans METS Website.

Add to section 1-1.06:

NTP	Notice To Proceed
QA/QC	Quality Control/ Quality Assurance

Add the following definition in section 1-1.07B:

Caltrans: California Department of Transportation

County: Nevada County

Office Engineer: Nevada County Procurement Services

Replace the following definitions in section 1-1.07B with:

Authorized Laboratory: Independent testing laboratory (1) not employed or compensated by any subcontractor or subcontractor's affiliate providing other services for the Contract and (2) authorized by Caltrans.

Bid Item List: List of bid items and the associated quantities. The verified Bid Item List is the Bid Item List with verified prices. The Contract Proposal of Low Bidder is the verified Bid Item List. After Contract award, interpret a reference to the Bid Item List as a reference to the verified Bid Item List.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS Web site.

Department: Nevada County

Director: Board of Supervisors, Nevada County

Engineer: The Director of Public Works, Nevada County, acting either directly or through properly authorized agent or consultants.

Material Source Facility Audit: Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

Specifications: Standard specifications, revised standard specifications, special provisions

State: Nevada County

Structure Design: Nevada County Department of Public Works

Add to section 1-1.09:

This project is in a freeze-thaw area.

Replace the table in section 1-1.11 with:

Websites, Addresses, and Telephone Numbers

Reference or agency or department unit	Website	Address	Telephone no.
Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	--	--
CA Unified Certification Program's list of certified DBEs	http://www.dot.ca.gov/hq/bep/find_certified.htm	--	--
Department		NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 265-1411
Department of General Services, Office of Small Business and DVBE Services	http://www.pd.dgs.ca.gov/smbus/default.htm	OFFICE OF SMALL BUSINESS AND DVBE SERVICES DEPARTMENT OF GENERAL SERVICES 707 3RD ST WEST SACRAMENTO CA 95605-2811	(800) 559-5529 (916) 375-4940
Department of Industrial Relations	http://www.dir.ca.gov	455 GOLDEN GATE AVE SAN FRANCISCO CA 94102	--
METS	http://www.dot.ca.gov/hq/esc/Translab/	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 265-1411
Office Engineer	--	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 265-1411
Procurement Services	https://www.mynevadacounty.com/nc/igs/purchasing/Pages/Home.aspx	NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS 950 MAIDU AVE NEVADA CITY, CA 95959	(530) 265-1411
Publication Distribution Unit	--	PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DR SACRAMENTO CA 95815-3800	--

Replace section 1-1.12 with:

Make checks and bonds payable to Nevada County - "County of Nevada".

AA

2 BIDDING

Add to section 2-1.01 of the RSS:

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

Replace section 2-1.06A of the RSS with:

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

The *Bid Book (Book 1)*, *Notice to Bidders and Special Provisions (Book 2)*, and *Revisions to the Standard Specifications 2010 (Book 3)*, and project plans may be viewed at the offices of Nevada County Purchasing Department or at County website at this link:

<https://www.mynevadacounty.com/734/Purchasing>

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>	Geotechnical Report
Available as specified in the Standard Specifications	Cross Sections
Included with the project plans	Log of Test Borings

Replace RSS section 2-1.12B(2) with:

Submit one Exhibit 15-G Construction Contract DBE Commitment form, included in the *Bid* book, for each bridge. If the form is not submitted with the bid, remove the form from the *Bid* book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the County. DBE Commitment form must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the County requests it. If the County requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the County will find your bid nonresponsive.

Replace RSS section 2-1.12B(3) with:

If you have not met the DBE goal for any of the bridges, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form for any bridge where the goal was not met with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the County no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

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

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

The County may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

Delete RSS section 2-1.15.

Delete RSS section 2-1.18.

Delete RSS section 2-1.27.

Delete all references and requirements to “electronic bidding” in RSS section 2-1.33

Replace RSS section 2-1.33 with:

2-1.33 BID DOCUMENT COMPLETION

2-1.33A GENERAL

Complete forms in Bid Book. Submit the Forms with your bid, except for DBE forms which must be submitted within 4 business days of the bid opening date and time.

Failure to submit percentage of each item subcontracted results in a nonresponsive bid.

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

Submit the forms and form information at the times shown in the following table:

Bid Form Submittal Schedule

Forms to be submitted at the time of bid	Forms to be submitted no later than 4 p.m. on the 4th business day after bid opening ^a
<ul style="list-style-type: none">• Bid to the Nevada County Purchasing Department• Business name and location and description of portion of subcontracted work on the Subcontractor List• Bid item nos. and percentage of bid item subcontracted on the Subcontractor List• California contractor license number on the Subcontractor List• Department of Industrial Relations Registration Number	<ul style="list-style-type: none">• Construction Contract DBE Commitment form, Exhibit 15-G^b• DBE Information - Good Faith Efforts form, Exhibit15-H^c

^aThe forms and information may be submitted at the time of bid.

^bIf not submitted at the time of bid, applicable only to the apparent low bidder, 2nd low bidder, and 3rd low bidder.

^cApplicable only if you have not met the DBE goal.

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

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

In the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid. On the *Subcontractor List*, list each subcontractor to perform work in an amount in excess of ½ of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et

seq.), and submit the list with your bid. Failure to submit percentage of each item subcontracted results in a nonresponsive bid. A separate Subcontractor list must be included for each location.

Provide separate DBE forms for each location. The DBE requirements are per locations and are shown on the Notice to Bidders.

2-1.33B REQUIRED LISTING OF PROPOSED PRODUCTS "OR EQUALS" WITH BID PROPOSAL

On the sheet provided in the Bid Book, to be submitted as part of the proposal, the bidder shall list each proposed substitution of an "equal" product. The bidder shall identify the proposed substitution by the section of the specifications that specifies the product, the name of the product proposed to be substituted out, and the name and manufacturer of the product proposed to be substituted. Prior to the award of the Contract and upon the request of the Engineer, the bidder shall submit the written request for substitution within three (3) business days. The request shall be accompanied by evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the bidder. Failure to submit the information as requested by the Engineer shall be deemed a voluntary withdrawal of the proposed substitution.

No requests for any substitution shall be allowed unless listed on the sheet provided. No requests for substitution shall be allowed after the opening of the bid. Requests for substitution shall be reviewed and considered by the Engineer promptly after the award of the contract to the lowest responsible Bidder. In its sole discretion, the Engineer may request additional information about the proposed substitution.

The decision by the Engineer as to whether a proposed substitution is an "Equal" product shall be made by the Engineer based upon the information submitted and will be final.

The Engineer will be the sole judge as to whether a proposed substitution is an "Equal" product. The Engineer's decision will be made based upon the information submitted and will be final.

Replace RSS section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

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

- 1. Cash
- 2. Cashier's check
- 3. Certified check
- 4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with your bid response before the bid opening time.

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

Delete all references and requirements to "electronic bidding" in RSS section 2-1.40.

^^

3 CONTRACT AWARD AND EXECUTION

Replace section 3-1.04 with:

Submit any bid protests to the Nevada County Public Works Department within 3 days of the bid opening.

If the Department awards the contract, the award is made to the lowest responsible bidder within 90 days after bid opening. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. All bids will be compared on the basis of the Combined Engineer's Estimate of the quantities of work to be done. The right is reserved to reject any and all proposals.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within 10 days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

County of Nevada
Department of Public Works
950 Maidu Ave
Nevada City, CA 95959

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.

Replace section 3-1.05 with:

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Specifications.

Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the State and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. 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.

Delete section 3-1.08.

Delete section 3-1.11.

Replace section 3-1.12 with:

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

Complete and sign Exhibit 15-G Construction Contract DBE Commitment form included in the contract documents regardless of whether DBE participation is reported.

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

Add to section 3-1.13:

In the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid and each subcontractors Department of Industrial Relations Registration Number.

Replace section 3-1.18 with:

The successful bidder must sign the *Contract*.

Deliver to the Office Engineer:

1. Signed *Contract* including the attached Form FHWA-1273
2. Contract bonds
3. Documents identified in section 3-1.07
4. For a federal-aid contract, *Caltrans Bidder - DBE Information* form

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

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

^^

4 SCOPE OF WORK

Replace Reserved in section 4-1.06A with:

Notice to Bidders and Special Provisions Contract No. 224021
Purdon Road Over Shady Creek Bridge Replacement Project
Federal Project No. BRLO-5917(083)

4-1.06A(1) Differing Site Conditions

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. (This provision may be omitted by the County, at their option.)

4-1.06A(2) Suspensions of Work Ordered by the Engineer

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.

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.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

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.

4-1.06A(3) Significant Changes in the Character of Work

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

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. The term "significant change" shall be construed to apply only to the following circumstances:

1. 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
2. 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.

Add to section 4-1.06C:

In addition to the above, this contract is subject to Public Contract Code, Section 7104, and specifically Sub-section (c) that states that, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Replace the 5th paragraph of Section 4-1.07C with:

The workshop must be conducted under the methods described in the Department's *Value Analysis Team Guide*. For the guide, go to the Caltrans Division of Design Web site.

Replace the 2nd paragraph of Section 4-1.13 with:

Do not remove warning, regulatory, or guide signs until directed by Engineer.

^^

5 CONTROL OF WORK

Replace the second paragraph of section 5-1.02 with:

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.1. Notice to Bidders and Special Provisions
 - 1.2. Project plans
 - 1.3. Revised standard specifications
 - 1.4. Standard specifications
 - 1.5. Revised standard plans
 - 1.6. Standard plans
 - 1.7. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics

3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

Add to section 5-1.13A:

Maintain records showing the name and business address of each first-tier subcontractor.

Upon completion of the contract, a summary of these records must be certified correct by you or your authorized representative, and must be furnished to the Engineer.

Obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, you may count only the fee or commission the DBE receives as a result of the lease arrangement.

Obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation must be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

Replace section 5-1.13B(1) with:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G Construction Contract DBE Commitment form unless you receive authorization for a substitution.

The County requests the Contractor to:

1. Notify the Engineer 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 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 of each month, submit a Monthly DBE Trucking Verification form.

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

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

Replace section 5-1.13B(2) with:

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

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

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

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

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

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

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

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 County does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

Replace the 1st sentence of section 5-1.20B(1) with:

Comply with PLACs and ECRs. Your work will be performed in compliance with the most restrictive condition of the PLACs and ECRs. The County makes PLAC changes under section 4-1.05. Maintain a copy of each PLAC and ECR at the job site. The PLACs and ECRs are contained in the Appendix.

Replace section 5-1.26 with:

This project will require construction staking to establish the lines and grades required for the completion of the work specified in the Standard Specification, on the Plans, and in the Special Provisions.

You are responsible to provide all construction staking as necessary to control lines and grades in conformance with the plans and must be adequate to accurately locate all design elements of contract work within tolerances set forth in the State Standard Specifications. Any deviation from lines and grades require prior approval from Engineer. All construction staking must be performed by or under direction of a California licensed Land Surveyor. Construction staking must include the following, as applicable:

certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: 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 California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Replace the 1st item in the list of the 2nd paragraph of section 7-1.02K(2) with:

- 1. At the Department's Office

Delete the 2nd sentence of the 10th paragraph of section 7-1.04.

Add to section 7-1.04:

All material transported off-site must be sufficiently watered or securely covered to prevent a public nuisance and there must be a minimum of 6 inches of freeboard in the bed of the transport vehicle.

Do not use herbicides or rodenticides within the project limits.

Add to section 7-1.11A:

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 7 of these special provisions. 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.

8 PROSECUTION AND PROGRESS

Replace the 8th item in the list of paragraph 1 of section 8-1.02B(2) with:

8. Start milestone date as the receipt of the NTP.

Change the number of section 8-1.02B(3) to 8-1.02B(4) and add section 8-1.02B(3):

8-1.02B(3) Preconstruction Scheduling Conference

Hold a preconstruction scheduling conference with your project manager and the Engineer within 15 days after Contract approval. The Engineer conducts the conference and reviews section 8-1.02B with you.

Within 10 days after Contract approval, submit a general time-scaled logic diagram showing the major activities and sequence of planned operations. Be prepared to discuss the proposed work plan and schedule methodology during the preconstruction scheduling conference.

If the Contract includes construction staging and you propose changes to the described staging, the general time-scaled logic diagram must show the changes and resulting time impacts. Be prepared to discuss the proposal.

At this conference, submit the alphanumeric coding structure and activity identification system for labeling work activities.

To easily identify relationships, each activity description must indicate its associated scope or location of work by including such terms as quantity of material, type of work, bridge number, station to station location, side of highway (such as left, right, northbound, or southbound), lane number, shoulder, ramp name, ramp line descriptor, or mainline.

The Engineer reviews the logic diagram, coding structure, and activity identification system and provides any required baseline schedule changes to you for implementation.

Add to section 8-1.02C(1):

Submit compatible software for the Engineer's exclusive possession and use.

Replace the 1st paragraph of section 8-1.04B with:

Start job site activities within 10 days after receiving the NTP.

Replace the 1st clause of the 4th paragraph of section 8-1.04B with:

You may start job site activities before receiving NTP if you:

Add to section 8-1.05:

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 Sundays and Federal Holidays

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9 PAYMENT

Add to the end of section 9-1.16C:

The following items are eligible for progress payment even if they are not incorporated into the work:

1. Prestressing Steel
2. Reinforcing
3. Fencing
4. Railing
5. Pipe

Add to section 9-1.16F

No retainage will be withheld by the County from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision will 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. This requirement will 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 or deficient subcontract performance, or noncompliance by a subcontractor.

Replace section 9-1.17D with:

If the Contractor files a timely written statement of claims in response to the proposed final estimate, the County will submit a claim position letter to the Contractor by hand delivery or deposit in the U.S. mail. The claim position letter will delineate the County's position on the Contractor's claims. If the Contractor disagrees with the claim position letter, the Contractor shall submit a written notification of its disagreement to be received by the County not later than 15 calendar days after the Contractor's receipt of the claim position letter. The written notification of disagreement shall set forth the basis for the Contractor's disagreement and be submitted to the office designated in the claim position letter. The Contractor's failure to provide a timely, written notification of disagreement shall constitute the Contractor's acceptance and agreement with the determinations provided in the claim position letter and with final payment pursuant to the claim position letter.

If the Contractor files a timely notification of disagreement with the County claim position letter, the County Director of Public Works or a board of review appointed by the County Director of Public Works shall review claims that remain in dispute and may meet with the Contractor within 45 calendar days after receipt by the County of the notification of disagreement. Attendance by the Contractor at the County meeting concerning the notification of disagreement shall be mandatory.

If the County fails to submit a claim position letter to the Contractor within 135 calendar days after the acceptance of the contract and the Contractor has claims that remain in dispute, the Contractor may request a meeting with the County Director of Public Works or a board of review appointed by the County

Director of Public Works to review claims that remain in dispute. The Contractor's request for a meeting shall identify the claims that remain in dispute. If the Contractor files a request for a meeting, the County Director of Public Works or a board of review appointed by the County Director of Public Works will meet with the Contractor within 45 calendar days after the County receives the request for the meeting. Attendance by the Contractor at this review meeting shall be mandatory.

Failure of the Contractor to file a timely written statement of claims in response to the proposed final estimate, or to file a timely notification of disagreement with the County's claim position letter, or to attend the County's review meeting shall constitute a failure to pursue diligently and exhaust the administrative remedies in the contract and shall be a bar to future legal proceedings by Contractor.

Replace section 9-1.22 with:

Notice to Bidders and Special Provisions Contract No. 224021
Purdon Road Over Shady Creek Bridge Replacement Project
Federal Project No. BRLO-5917(083)

All claims filed with the County must be in writing and include the documents necessary to substantiate the claim. Claims must be filed within the time limits set forth in this contract. In no circumstances, however, may a claim be filed after the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this contract.

1) Claims of \$50,000.00 or Less

- (a) The County will respond in writing to all written claims less than or equal to fifty thousand dollars (\$50,000.00) within forty-five (45) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the County may request any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this subsection, upon mutual agreement of the County and the claimant.
- (c) The County's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

2) Claims Between \$50,000.01 and \$375,000.00

- (a) The County will respond in writing to all written claims between fifty thousand dollars and one cent (\$50,000.01) and less than or equal to three hundred seventy-five thousand dollars(\$375,000.00), within sixty (60) calendar days of receipt of the claim. Within thirty (30) calendar days of receipt of the claim, the County may request, in writing, any additional documentation supporting the claim or relating to defense to the claim the County may have against the claimant.
- (b) If additional information is thereafter required, it shall be requested and provided pursuant to this Subdivision, upon mutual agreement of the County and the claimant.
- (c) The County's written response to the claim, as further documented, shall be submitted to the claimant with in thirty (30) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information or requested documents, whichever is greater.

3) Claims in Excess of \$375,000.00. The County shall, within a reasonable time after the presentation of any claim in excess of \$375,000.00, make a decision in writing on such claim.

4) Meet and Confer Conference

- (a) If the claimant disputes the County's written response, or the County fails to respond within the time prescribed, the claimant may so notify the County, in writing, either within fifteen (15) calendar days of receipt of the County's response or within fifteen (15) calendar days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.
- (b) If, following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter

For the purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to this Section until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

AA

12 TEMPORARY TRAFFIC CONTROL

Replace the paragraph in section 12-1.04:

You are responsible for the cost of furnishing flaggers, including transporting flaggers.

Add to section 12-4.02C(1):

Maintain a minimum 20-foot wide roadway approaching the bridge on Purdon Road. You may reduce the width Mondays through Fridays from 7 AM to 4 PM to remove and replace the roadway structural section or for final paving only. Reducing the roadway width requires a one-way-reversing traffic-control lane closure. Traffic may be stopped for a maximum of 10 minutes each direction. All traffic must be allowed to pass before another closure is allowed. Do not close to one way traffic control until removal and paving equipment is on site.

AA

13 WATER POLLUTION CONTROL

Add to section 13-1.01A:

In addition to complying with the Department's Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual:

- 1. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present.
- 2. Do not work during a dry-out period of 24 hours after a qualifying rain event.
- 3. Document weather forecasts and provide upon request.

AA

14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An ESA exists on this project.

Before starting job site activities, install temporary high-visibility fence to protect the ESA and mark its boundaries.

Add to section 14-2.03B:

If any native soil is to be removed from the site notify the Engineer. A qualified archeologist and/or tribal monitor will assess the material before removal from artifacts or cultural deposits.

Notify the Engineer before removing vegetation. The county will perform a pre-construction nesting bird and bat survey. Begin vegetation removal within 3 days of survey and complete the vegetation removal within 2 weeks of the survey.

Various large diameter trees have been cut down and the stumps left in place within the clear and grub limits.

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

^^

18 DUST PALLIATIVES

^^

19 EARTHWORK

Add to section 19-1.01A:

If any native soil is to be removed from the site notify the Engineer. A qualified archeologist and/or tribal monitor will assess the material before removal for artifacts or cultural deposits.

Add to section 19-1.03A:

Suspend clearing, grading, excavation and earthmoving when wind exceeds 20 mph.

Add to the list in the third paragraph of section 19-2.01A:

5. Scarifying the existing material

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 section 19-3.04:

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge).

Add to section 19-2.03A:

Scarify, water, grade, and roll to a minimum of 12 inches below the existing ground surface compact scarified soil to 90% minimum relative compaction.

Approach excavations contain large boulders within the limits of roadway excavation. You may use hydraulic splitters, pneumatic hammers, or other authorized excavation techniques to fracture rock. Blasting is not allowed.

Add to section 19-3.03E(1):

Difficult excavation is expected at Abutments. You may use hydraulic splitters, pneumatic hammers, or other authorized excavation techniques to fracture rock and construct stable final rock cut faces. Blasting is not allowed. Compact the upper 12 inches of fill or native material supporting foundations to a minimum of 95% relative compaction.

^^

21 EROSION CONTROL

Add to section 21-2.01A:

If seed is placed after October 15 cover seed with broadcast straw, jute mesh or erosion control blanket,

Add to section 21-2.02A:

Do not use any plastic mono-filament netting or similar material containing netting.

Add to section 21-2.02H:

Straw must be certified weed free under the Department of Food and Agriculture.

Add to section 21-2.02P:

Straw for fiber roll must be certified weed free under the Department of Food and Agriculture.

^^

DIVISION V SURFACINGS AND PAVEMENTS

36 GENERAL

39 ASPHALT CONCRETE

Replace *Reserved* in section 39-2.02B(3):

The grade of asphalt binder for Type A HMA must be 64-22.

^^

DIVISION VI STRUCTURES
48 TEMPORARY STRUCTURES

Add to section 48-2.01C(1)

Submit shop drawings, indicating locations and dimensions of formed voids

Add to section 48-2.02A

Voids must be Sonovoid Tubes or equivalent equal.

Store tubes in accordance with manufacturer's instructions.

Protect tubes from rain and excess moisture.

Protect tubes during handling and installation to prevent damage.

Add to 48-2.02B(2)

Tubes must be designed to withstand all imposed loads during concrete placement.

Dead loads must include the weight of concrete, reinforcing steel, forms, and falsework. Loads due to concrete, reinforcing steel, and forms must be assumed to be at least 160 pcf for normal concrete.

Add to 48-2.03A

Install tubes in accordance with manufacturer's instructions.

Lay tubes in place and anchor securely in accordance with manufacturer's instructions to prevent flotation and shifting when concrete is placed.

Protect tubes from rain and snow if work is delayed and voids have been positioned for placing concrete.

Place concrete to minimize movement of tubes.

AA

50 PRESTRESSING CONCRETE

Replace the 2nd paragraph of section 50-1.01C(3) with:

For initial review, submit:

- 1. 8 copies for railroad bridges unless the project includes a BNSF Railway underpass
- 2. 10 copies for railroad bridges if the project includes a BNSF Railway underpass
- 3. 6 copies for structures other than railroad bridges

AA

51 CONCRETE STRUCTURES

Add to the list in the paragraph of section 78-4.04B(1)(c)(iii):

5. Description of the sealer that will be applied

^^

80 FENCES

Replace the title of section 80-2 with:

80-2 BARBED WIRE, BARBLESS WIRE, AND MESH FENCES

Replace the paragraph in section 80-2.01A with:

Section 80-2 includes specifications for constructing barbed wire, barbless wire, and wire mesh

Replace Section 80-2.01B with:

alignment angle: Change in a line where the angle of deflection is less than:

- 1. 5 degrees for a steel post barbed wire, barbless wire, or wire mesh fence
- 2. 15 degrees for a wood post barbed wire, barbless wire, or wire mesh fence

corner: Change in a line where the angle of deflection exceeds:

- 1. 5 degrees for a steel post barbed wire, barbless wire, or wire mesh fence
- 2. 15 degrees for a wood post barbed wire, barbless wire, or wire mesh fence

fence, Type BW: Barbed wire fence consisting of 5 lines of barbed wire

fence, Type MW: Wire mesh fence consisting of wire mesh fabric and 3 lines of barbed wire.

fence, Type BLW: Barbless wire fence.

Add to the end of section 80-2.02:

80-2.02H Barbless Wire

Barbless wire must comply with ASTM A121

Be one of the following:

- 1. 12-1/2 gauge, Class 1
- 2. 13-1/2 gauge, Class 3
- 3. 15-1/2 gauge, Class 3

Replace *Reserved* in section 80-2.02A with:

Posts must be metal.

Add to the end of section 80-2.02B:

Paint posts dark brown.

Replace barbed with barbless in section 80-2.03:

^^

APPENDIX A: Environmental Commitment Record

Notice to Bidders and Special Provisions Contract No. 224021
Purdon Road Over Shady Creek Bridge Replacement Project
Federal Project No. BRLO-5917(083)

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Mitigation Monitoring and Reporting Program

Minimization and Mitigation Summary for Shady Creek Bridge at Purdon Road Replacement Project

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
Air Quality Measure 3B: NSAQMD recommendations for level B threshold projects. The following mitigation measures are recommended for level B threshold projects.					
AQ-1: Alternatives to open burning of vegetative material will be used unless otherwise deemed infeasible by the District. Among suitable alternatives are chipping, mulching, or conversion to biomass fuel.	During Construction	Contractor			
AQ-2: Temporary traffic control shall be provided during all phases of the construction to improve traffic flow as deemed appropriate by the County.	During Construction	Contractor			
Air Quality Measure 3C: Implement dust control measures. To reduce impacts of short-term construction, permits will follow standards to the satisfaction of NSAQMD and the following standard measures will be implemented for dust control during construction, which will be noted on all construction plans:					
AQ-3: The applicant 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.	During Construction	Contractor			
AQ-4: 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.	During Construction	Contractor			
AQ-5: All areas with vehicle traffic shall be watered or have dust palliative applied as necessary for regular stabilization of dust emissions.	During Construction	Contractor			
AQ-6: All on-site vehicle traffic shall be limited to a speed of 15 mph on unpaved roads.	During Construction	Contractor			
AQ-7: 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.	During Construction	Contractor			
AQ-8: All inactive portions of the development site shall be covered, seeded, or watered until a suitable cover is established. Alternatively, the applicant may apply County-approved nontoxic soil stabilizers (according to manufacturer's specifications) to all inactive construction	During Construction	Contractor			

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The RE should sign off for the contractor on all measures listed in the table as being a responsibility of the contractor.

Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
areas (previously graded areas which remain inactive for 96 hours) in accordance with the local grading ordinance.					
AQ-9: 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.	During Construction	Contractor			
AQ-10: 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.	During Construction	Contractor			
AQ-11: Prior to final occupancy, the applicant shall re-establish ground cover on the site through seeding and watering in accordance with the local grading ordinance.	Post Construction	Contractor			
Biological Resources Measure 4A: Avoid impacts to Special Status Species. This project will avoid impacts to special status species and their habitats to the greatest extent practicable by implementing the following measures:					
BIO-1: Vegetation clearing will only occur within the delineated project boundaries (impact areas). An ESA fence will be provided on the final plans to delineate which trees can be saved and which will be removed. Where possible, trees will be trimmed rather than removed fully with the guidance of a qualified biologist. In areas that will be subject to re-vegetation, plants will only be cleared where necessary and when feasible, will be cut above soil level.	During Construction	Contractor			
BIO-2: If wildlife are found at any time during project work, construction will stop and the animal will be allowed to leave the Project Area unharmed. If a State or Federally listed species is discovered, the appropriate regulatory agency will be contacted immediately for further guidance.	During Construction	Contractor			
BIO-3: Prior to initial ground disturbance activities, an environmental awareness training will be given to all construction personnel by a project biologist to brief them on how to recognize special status aquatic wildlife. Personnel will sign a form stating they attended environmental awareness training.	Prior to Construction	Contractor			
BIO-4: Plastic mono-filament netting (erosion control matting) or similar material containing netting will not be used at the Project Area because small animals may become entangled or trapped in it.	During Construction	Contractor			

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			Name/ Initials	Date	Remarks (Optional)
Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.					
BIO-5: A pre-construction clearance survey will be conducted by the project biologist to verify that no wildlife is located within the Project Area prior to ground disturbance.	Prior to Construction	Contractor			
BIO-6: Narrow screened fencing (no greater than 3-inch) or impassible barriers will be installed where the project intersects riparian habitat to prevent aquatic wildlife from entering the construction site or encroachment by construction activities into those areas.	During Construction	Contractor			
BIO-7: The intake of all water pumps and diversion culverts used within the stream channel will be screened in such a way as to prevent wildlife from becoming entrapped or entangled.	During Construction	Contractor			
BIO-8: The County will administer BMPs to protect water quality and control erosion.	During Construction	Contractor			
BIO-9: Prior to initial ground disturbance activities, environmental awareness training will be given to all construction personnel by a USFWS approved biologist to brief them on how to recognize CRLF and other sensitive species with potential to occur within the project vicinity. Construction personnel will also be informed that if a CRLF or other sensitive species are encountered in the work area, construction will cease in work area and the USFWS will be called for guidance on CRLF before any construction activities are resumed. Personnel will sign a form stating they attended environmental awareness training.	Prior to Construction	Contractor			
BIO-10: A pre-construction clearance survey for CRLF and other sensitive species will be conducted by a USFWS-approved biologist no more than 20 working days prior to initial ground disturbance.	Prior to Construction	Contractor			
BIO-11: The project proponent will submit the name and credentials of the project biologist(s) to the USFWS for review and approval at least 15 days prior to the onset of construction activities.	Prior to Construction	Contractor			
BIO-12: No night work will be conducted to afford CRLF and FYLF movement throughout potentially suitable dispersal habitat.	During Construction	Contractor			
BIO-13: To allow subterranean wildlife enough time to escape initial clearing and grubbing activities, equipment used during initial clearing and grubbing must be operated at speeds no greater than 3 miles per hour.	During Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
BIO-14: The contractor must dispose of all food-related trash in closed containers, and must remove it from the Project Area each day during construction. Construction personnel must not feed or attract wildlife to the Project Area.	During Construction	Contractor			
Biological Resources Measure 4B: Avoid adverse effects to riparian or other sensitive habitat. Project effects to Shady Creek and associated riparian habitat will be avoided to the greatest extent practicable by implementing the following measures:					
BIO-15: Prior to the start of construction activities, the Project limits in proximity to jurisdictional waters (Shady Creek) and montane forests will be marked with high visibility ESA fencing (Shady Creek) and staking (montane forests) to ensure construction will not further encroach into waters. The project biologist throughout construction will periodically inspect the ESA to ensure sensitive locations remain undisturbed.	Prior to Construction	County			
BIO-16: Contract specifications will include the following BMPs, where applicable, to reduce erosion during construction: <ul style="list-style-type: none"> Implementation of the Project will require approval of a site-specific Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) that will implement effective measures to protect water quality, which may include a hazardous spill prevention plan and additional erosion prevention techniques; Existing vegetation will be protected in place where feasible to provide an effective form of erosion and sediment control; and Stabilizing materials will be applied to disturbed soil surfaces to prevent the movement of dust from exposed soil surfaces on construction sites resulting from wind, traffic, and grading activities. 	Prior to Construction	County			
BIO-17: Erosion Control Measures will be implemented during construction. To minimize the mobilization of sediment into Shady Creek, the following erosion-control and sediment-control measures will be included in the SWPPP or WPCP to be included in the construction specifications: <ul style="list-style-type: none"> Vehicle maintenance, staging and storing equipment, materials, fuels, lubricants, solvents, and other possible contaminants will be a minimum of 100 feet from surface waters. Any necessary equipment washing will occur where the water cannot flow into 	Prior to Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>surface waters. The Project specifications will require the contractor to operate under an approved spill prevention and clean-up plan;</p> <ul style="list-style-type: none"> • Construction equipment will not be operated in flowing water; • Construction work will be conducted according to site-specific construction plans that minimize the potential for sediment input to surface waters; • Raw cement, concrete or concrete washings, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to aquatic life will be prevented from contaminating the soil or entering surface waters; • Equipment used in and around surface waters will be in good working order and free of dripping or leaking contaminants; and, • Any concrete rubble, asphalt, or other debris from construction will be taken to an appropriate disposal site. • Soil exposure will be minimized through the use of temporary BMPs, groundcover, and stabilization measures; • The contractor will conduct periodic maintenance of erosion- and sediment-control measures. 					
BIO-18: Prior to arrival at the Project Area and prior to leaving the Project Area, construction equipment that may contain invasive plants and/or seeds shall be cleaned to reduce the spreading of noxious weeds.	Prior to/ During Construction	Contractor			
BIO-19: The contractor shall not use herbicides to control invasive, exotic plants or apply rodenticides during construction.	During Construction	Contractor			
BIO-20: If possible, vegetation removal should occur outside the breeding season for all bird species (March 1 – September 1).	Prior to/ During Construction	County/ Contractor			
BIO-21: If vegetation removal is to take place during the nesting season (March 1st –September 1st), 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 biologist will be removed by the contractor.	During Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> A minimum 100 foot no-disturbance buffer will be established around any active nest of protected song birds and a minimum 300 foot no-disturbance buffer will be established around any nesting raptor species. The contractor will 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 a qualified biologist determines the young have fledged. A reduced buffer can be established if determined appropriate by the project biologist and approved by CDFW. 					
Cultural Resources Measure 5A: Avoid impacts to sensitive cultural resources. Halt work and contact the appropriate agencies if cultural resources are discovered during project construction. To prevent cultural resource disturbance the following measures will be implemented.					
CUL-1: Prior to construction, environmental awareness training will be provided to all construction workers onsite regarding the possibility of encountering subsurface cultural resources. Native American groups have expressed concerns regarding the Native American resources in the immediate area. Continued consultation will continue throughout the course of the project.	Prior to Construction	Contractor			
CUL-2: If previously unidentified cultural materials are unearthed during construction, work shall be halted in that area until a qualified archaeologist can assess the significance of the find and develop a plan for documentation and removal of resources, if necessary. Additional archaeological survey will be needed if project limits are extended beyond the present survey limits.	During Construction	Contractor			
Cultural Resources Measure 5D: Avoid impacts to human remains. Halt work and contact the Nevada County Coroner if human remains are discovered during project construction. To prevent disturbance to previously undiscovered human remains, the following measures will be implemented.					
CUL-3: Section 5097.94 of the Public Resources Code and Section 7050.5 of the California Health and Safety Code protect Native American burials, skeletal remains and grave goods, regardless of age and provide method and means for the appropriate handling of such remains. If human remains are encountered, California Law requires that work should halt in that vicinity and the Nevada County Coroner should be notified immediately to assess the remains. If the coroner determines the human remains to be of Native American origin, the coroner must notify the Native American Heritage Commission (NAHC) within twenty-four hours of such identification. The NAHC shall then determine the Most Likely Descendant (MLD) of the human remains and contact the MLD	During Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
immediately. The County, the MLD, and a professional archaeologist retained by the County shall then consult to determine the appropriate plans for treatment and assessment of the human remains and any associated grave goods.					
Hazards/Hazardous Materials Measure 8B: Minimize release of hazardous materials into the environment. The following measure has been incorporated into the project design to ensure that hazardous materials generated by the project are not released into the environment.					
HAZ-1: Treated wood waste (TWW) generated by the Project will be disposed of at a Class 2 landfill or waste facility. Should additional TWW (i.e. buried creosote timber piles) be uncovered during bridge demolition and replacement, this timber would also be treated as TWW.	During Construction	Contractor			
HAZ-2: Lead contaminated paint material must be disposed of in accordance with Cal OSHA Title 8 and the Caltrans Standard Special Provisions for removal of lead paint Provision 14-11.08, Disturbance of Existing Paint Systems on Bridges.	During Construction	Contractor			
HAZ-3: The Contractor must provide training to all personnel that may come in contact with TWW or lead paints. This training must include, at a minimum, safe handling, sorting and segregating, storage, labeling (including date), and proper disposal methods of TWW and lead paints.	During Construction	Contractor			
HAZ-4: As is the case for any project that proposes excavation, the potential exists for unknown hazardous contamination to be revealed during project construction. For any previously unknown hazardous waste/ material encountered during construction, the procedures outlined in the Caltrans Unknown Hazard Procedures (as seen Table 7-1.1 of the Caltrans 2006 Construction Manual) shall be followed.	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			
Hydrology/Water Quality Measure 9A: Storm Water Best Management Practices. The proposed project has been designed to minimize storm water impacts to the maximum extent practicable through the use of BMPs and implementation of regulatory permit conditions.					

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<p>WQ-1: 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"> • The area of construction and disturbance would be limited to as small an area as feasible to reduce erosion and sedimentation. • Measures would 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. • Existing vegetation would be protected where feasible to reduce erosion and sedimentation. Vegetation would be preserved by installing temporary fencing, or other protection devices, around areas to be protected. • Exposed soils would be covered by loose bulk materials or other materials to reduce erosion and runoff during rainfall events. • 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. • All construction roadway areas would be properly protected to prevent excess erosion, sedimentation, and water pollution. • All vehicle and equipment maintenance procedures would be conducted off-site. In the event of an emergency, maintenance would occur away from Shady Creek. • All concrete curing activities would be conducted to minimize spray drift and prevent curing compounds from entering the waterway directly or indirectly. • All construction materials, vehicles, stockpiles, and staging areas would be situated outside of the stream channel as feasible. All stockpiles would be covered, as feasible. • Energy dissipaters and erosion control pads would 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. 	During Construction	Contractor			

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Minimization/Mitigation Measure	Timing/ Reporting Milestone	Reporting/ Responsible Party*	Verification of Compliance		
			Name/ Initials	Date	Remarks (Optional)
<ul style="list-style-type: none"> All erosion control measures and storm water control measures would be properly maintained until the site has returned to a pre-construction state. All disturbed areas would be restored to pre-construction contours and revegetated, either through hydroseeding or other means, with native or approved non-invasive exotic species. All construction materials would be hauled off-site after completion of construction. 					
WQ-2: 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-3: The project limits in proximity to Shady Creek will be marked as an ESA or either be staked or fenced with high visibility material to ensure construction activities will not encroach further beyond established limits.	During Construction	Contractor			
WQ-4: The proposed project would require a National Pollution Discharge Elimination System (NPDES) General Construction Permit for Discharges of storm water associated with construction activities (Construction General Permit 2012-0006-DWQ). A SWPPP or Water Pollution Control Program (WPCP) would also be developed and implemented as part of the Construction General Permit.	Prior to Construction	County			
WQ-5: Permanent treatment control BMPs will be evaluated based on effectiveness and feasibility and incorporated into the final design as applicable.	Prior to Construction	County			
WQ-6: 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 Construction	County			
Noise Measure 12D: Limit Construction Hours. The proposed project will minimize potential effects to adjacent noise receivers by limiting construction times to typical working hours.					
NOI-1: Construction activities will be limited to 7:00 a.m. – 7:00 p.m. Monday through Friday and 8:00 a.m. through 6:00 p.m. on Saturday. No work will be permitted on Sundays or on Federal holidays.	During Construction	Contractor			

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APPENDIX B: Permits