DEPARTMENT: Public Works/Roads

RECOMMENDED ACTION AND JUSTIFICATION:

Resolution approving the plans and specifications for storm damage repair; authorize the Public Works Director to award the contract to the lowest responsible bidder contingent upon approval of the project by the Office of Emergency Services (OES).

During the March 2005 flood, it was determined that Hornitos, Bear Valley, Old Toll and Merced Falls roads received substantial damage.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County roads were significantly damaged by the flooding that occurred in March of this year. In response to the damage, the Board declared the existence of a local emergency and notified the state of this action. Initial damage repair estimates were submitted to the State Office of Emergency Services (OES), and the state has approved Mariposa County for reimbursement of 75% of the cost of eligible repairs. County staff is working with OES of the preparation of Damage Survey Reports (DSR's) which become the basis for the agreed upon scope of work for each road repair project. To date, the County has not received any approved damage assessment reports. However, Public Works feels that it is imperative that we start the bidding process.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. County will not be able to contract for services for storm damage repair at this time.

Financial Impact? (x) Yes ( ) No  Current FY Cost: $
Budgeted In Current FY? (X) Yes ( ) No  ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $

Source:
Internal Transfer
Unanticipated Revenue  4/5's vote
Transfer Between Funds  4/5's vote
Contingency  4/5's vote
( ) General  ( ) Other

CLERK’S USE ONLY:
Res. No.: 05-427  Ord. No. _____
Vote – Ayes: 5  Noes: _____
( ) Absent: _____
( ) Approved
( ) Minute Order Attached  ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: Deputy

COUNTY ADMINISTRATIVE OFFICER:  
( ) Requested Action Recommended
( ) No Opinion
Comments:

Revised Dec. 2002
PLANS AND SPECIFICATIONS
NOTICE TO CONTRACTORS
PLANS AND SPECIAL PROVISIONS
PROPOSAL AND CONTRACT

FOR

MARIPOSA COUNTY

PROJECT NO. 05-21

MERCEDES FALLS ROAD STORM DAMAGE
P.M. 10.00 to P.M. 16.00
MARIPOSA COUNTY

MARIPOSA, CALIFORNIA

CONTRACT DOCUMENTS
PROJECT # 05-21

MERCED FALLS ROAD STORM DAMAGE

BOARD OF SUPERVISORS

Bob Pickard, Chairperson
Janet Bibby
Lee Stetson
Lyle Turpin
Dianne A. Fritz

FOR USE WITH STANDARD SPECIFICATIONS AND STANDARD PLANS DATED JULY 2002
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. CURRENT GENERAL
PREVAILING WAGE RATES AND LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

Dana S. Hertelder, Director of Public Works

September 2, 2005
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TYPICAL CULVERT INSTALLATION DETAIL

PIPE HEADWALL DETAIL

STRIPING DETAIL

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5-1.12 Subcontracting
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Bid Schedule
Endorsement & Execution of Certifications
List of Subcontractors
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Public Contract Code Section 10232 Statement
Noncollusion Affidavit
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Signature of Bidder

BIDDER DBE INFORMATION

PERFORMANCE BOND (Sample)

PAYMENT BOND (Sample)

APPENDIX
Traffic Control System For Lane Closure On Two Lane Conventional Highways

CONTRACT (Sample)
NOTICE TO CONTRACTORS
PROJECT # 05-21

SEALED PROPOSALS for this project will be received by Mariposa County at the Mariposa County Department of Public Works Office, located at 4639 Ben Hur Road, Mariposa CA, until 2:00 p.m., on September 10, 2005 at which time they will be publicly opened and read, for performing work as follows:

Furnish all labor, materials, tools, equipment, transportation and incidentals necessary to construct, in general, asphalt grindouts, the reshaping and paving of roadside ditches, embankment slip-out repair work, culvert installations including concrete headwalls, raised pavement markers where grindouts obliterate existing markers, temporary pavement markers, erosion control, traffic control, and applying painted traffic stripes in Mariposa County as shown on the plans and in these specifications.

The Contractor will provide and erect or place all construction area signs, traffic control, traffic stripes and temporary pavement markings.

The bidder's attention is directed to Section 2 "Proposal Requirements and Conditions", and Section 3 "Award and Execution of Contract", of the Special Provisions.

The Department has established an overall goal of eight percent (8%) for disadvantaged businesses (DBE) participation for this project. This overall goal is broken down into three percent (3%) race-conscious and five percent (5%) race neutral components.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work of material needs consistent with the available DBE subcontractors and suppliers, so as to assure a good faith effort in encouraging DBE participation.

No bid will be received unless it is made on a proposal form (bid schedule) furnished by the Mariposa County Department of Public Works. Each bid must be accompanied by cash, certified or cashier's check of bidder's bond made payable to the County of Mariposa for an amount equal to at least ten percent (10%) of the total amount of the bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

All bids are to be compared on the basis of the County's estimated quantities of work to be done. The County will not award multiple contracts for this work.

The Contractor shall possess either a Class A license or a Class C-12 license at the time this contract is awarded.
This contract is subject to State contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990.

Copies of plans, special provisions and proposal forms may be obtained at the office of Mariposa County Department of Public Works, Road Division, located at 4639 Ben Hur Road, Mariposa, CA 95338, (209) 966-5356, upon request and payment of $15.00 per set, which is non-refundable. Said material may be examined at the Department of Public Works' office and at:

Fresno Builders Exchange
P. O. Box 111
Fresno, CA 93707-0111
(559) 237-1831
fax (559) 264-2532

Valley Builders Exchange, Inc.
1118 Kansas Avenue
Modesto, CA 95351
(209) 522-9031
fax (209) 522-0616

Merced-Mariwposa Builders. Exch.
410 W. Main Street, Suite C
P. O. Box 761
Merced, CA 95341-0761
(209) 722-3612
fax (209) 722-0207

Daily Construction Service
80 Swan Way, Suite 130
Oakland, CA 94621
(510) 636-2480
fax (510) 636-2492

Construction Data
1791 Tribune Road, Suite D
Sacramento, CA 95815
(916) 920-2240
fax (916) 920-9368

San Francisco Exchange
850 S. Van Ness Ave.
San Francisco, CA 94110
(415) 288-8220
fax (415) 821-0363

Mariposa Co. Contractors Assoc.,
P. O. Box 497
Mariposa, CA 95338
(209) 966-3511
(209) 966-3511

Contractors Info. Network
P. O. Box 6390
Fresno, CA 93703

Attn: Plan Room Supervisor
(209) 325-7054
fax (209) 325-7055

The Department of Public Works hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, or national origin in consideration for an award.

Pursuant to Section 1773, of the Labor Code, the general prevailing rate of wages in Mariposa County has been determined by the Director of the Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates". Rates shall be used that are effective as of the date of the bid opening. The contractor shall comply with future effective wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication.
The successful bidder will be required to furnish a Performance Bond and a Payment Bond, each in the full amount of the contract price.

The Contractor shall begin work within 7 days after issuance of the Notice to Proceed, after the contract has been approved by the Department of Public Works, and after preparation work has been accomplished by the Public Works Department. The Contractor shall diligently prosecute the same to completion with 90 calendar days from the date the Notice of Award is issued.

The County of Mariposa reserves the right to reject any or all bid proposals and to waive any informalities or irregularities in any bid or in the bidding.

Dated: September 10, 2005

County of Mariposa

Dana S. Hertfelder
Director of Public Works
SPECIAL NOTICE

The bidder's attention is directed to the section entitled "Required Listing of Proposed Subcontractors" in Section 2 of the special provisions regarding the requirement that proposed subcontractor be listed in the bidder's proposal. All subcontractors are to be listed in the proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or $10,000, whichever is greater.

In the case where a bidder claims an inadvertent clerical error in listing the subcontractors, a notice of the claim must be submitted to Mariposa County Department of Public Works in writing within two working days after the time of the bid opening with copies of the notice sent to the subcontractors involved.
MARIPOSA COUNTY
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS
Merced Falls Road
Post Mile 10.00 to Post Mile 16.00

TANGENT SECTION

SUPER ELEVATION SECTION

SHOULDER WIDTH VARIES

WIDTH VARIES

4%
**MERCEDE FALLS ROAD—GRINDOUT TABLE**

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Total Tonnage 860

**EXISTING SURFACE**

**GRIND OUT SECTION**

**DEPTH - 4' (TYP.)**

**FULL DEPTH PAVE W/ TYPE "B" 3/4" MAX-MED.**

**NOTE: ALL VERTICAL FACES SHALL RECEIVE TACK COAT PRIOR TO PAVING.**

**GRINDING DETAIL**

---

**MARIPOSA COUNTY ENGINEERING DEPARTMENT**

Drawn BLA    Sheet 1 of 1

Checked       Scale = none

Date 8-24-05 Approved By Engineer

MERCEDE FALLS ROAD - GRINDOUT TABLE AND DETAIL

Project No. 05-21
TYPICAL DITCH PAVING SECTION

1/2" (MAX.-MED.)
THICKNESS = 4"
NOTE: DITCH LINE TO BE SHAPED BY CONTRACTOR PRIOR TO PAVING.

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<td>Rt</td>
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</table>
CIRCULAR PIPE CULVERT HEADWALLS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PIPE HEADWALLS

Note: These Standard Plans are for Construction of Local Streets and Roads containing segments of 750 ft (228 m) or less and joined through Standard Design shown in the references 11. The requirements specified in the two systems are not necessarily new or identical; see the foreword at the beginning of this publication.

NO SCALE

0202 DUAL UNITS STD PLAN D89

This Standard Plan DR8 includes changes that were incorporated in Revised Standard Plan D89, dated October 26, 2006 and issued as a part of Table M11 NO. 101 for the 1999 Metric Standard Plans.
**CORRUGATED METAL PIPE ARCH CULVERT HEADWALLS**

<table>
<thead>
<tr>
<th>CWP ARCH SIZE</th>
<th>LENGTH OF W</th>
<th>1-2</th>
<th>1000 mm (40')</th>
<th>1500 mm (60')</th>
<th>2000 mm (80')</th>
<th>Conc</th>
<th>Conc</th>
<th>Conc</th>
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<td>100 kg (220 lb)</td>
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<tr>
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<td>100 kg (220 lb)</td>
<td>1.18 m (3.9 ft)</td>
<td>1.30 m (4.3 ft)</td>
</tr>
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**STRAIGHT HEADWALLS**

**STATE OF CALIFORNIA**

**DEPARTMENT OF TRANSPORTATION**

**PIPE HEADWALLS**

This Standard Plan is for construction of Local Streets and Highways. The plan contains units in the Imperial and metric systems of measurement. Imperial and metric units are both shown in the plan. Standard measurements shown in the parentheses. The measurements expressed in the two systems will not normally be identical. See 'Foreword' at the beginning of this publication.
NO PASSING ZONE - TWO DIRECTIONS

RAISED PAVEMENT MARKER DETAIL

Two direction no-passing pattern with pavement markers.
Sta. 3 Highway 132

Ranchito Rd

Barrett Cove Rd

P.M. 17.69

Barrett Entrance Rd

Grindouts to be spread on Barrett Entrance Rd

Merced Falls Road

P.M. 10.00
Imported Borrow

Merced Falls Road
Enbankment Repair Location Sheet
Project # 05-21

<table>
<thead>
<tr>
<th>Post Mile</th>
<th>Side</th>
<th>Length (ft)</th>
<th>Width (ft)</th>
<th>Depth (ft)</th>
<th>Volume (cu./yd.)</th>
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<td>7</td>
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<td>2</td>
<td>2</td>
<td>4</td>
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<td>59</td>
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<tr>
<td><strong>Total</strong></td>
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Merced Falls Road
Ditchline repair location sheet
Project # 05-21

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<tr>
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<th>Length (ft)</th>
<th>Width (ft.)</th>
<th>Depth (ft.)</th>
<th>Volume (Cu. Yds.)</th>
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<td>201</td>
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<tr>
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<td>11.97</td>
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<td>1</td>
<td>59</td>
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<td>1</td>
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<tr>
<td>12.772</td>
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<td>375</td>
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<tr>
<td>13.495</td>
<td>13.553</td>
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<td>13.615</td>
<td>13.69</td>
<td>rt</td>
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<td>1</td>
<td>29</td>
</tr>
<tr>
<td>14.332</td>
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<td>rt</td>
<td>676</td>
<td>4</td>
<td>1</td>
<td>100</td>
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<tr>
<td>14.99</td>
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<td>3</td>
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<tr>
<td>15.5</td>
<td>15.625</td>
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<td>15.639</td>
<td>15.775</td>
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<td><strong>Cu. Yds total</strong></td>
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<td><strong>1047</strong></td>
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</tbody>
</table>
SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated July, 2002, and the Standard Plans dated July, 2002 of the Department of Transportation insofar as the same may apply and in accordance with the following special provisions. The contractor shall be responsible for obtaining a copy of the Standard Specifications dated July 2002, and the Standard Plans dated July 2002 of the Department of Transportation. The contractor shall maintain a copy of the Standard Specifications and Plans at the worksite.

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

The first sentence of the first paragraph of Section 1-1.29, "Plans", of the Standard Specifications is amended to read:

The official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed.

As used herein, unless the context otherwise requires, the following terms have the following meaning:

**Department of Transportation.** The Department of Public Works of the County of Mariposa, State of California.

**Director of Transportation.** The Board of Supervisors of the County of Mariposa, State of California.

**Engineer.** The Director of Public Works of the County of Mariposa, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Laboratory.** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

**State.** The County of Mariposa.

**Transportation Building, Sacramento.** Department of Public Works office, County of Mariposa, State of California, Mariposa.
State Highway Engineer. The Director of Public Works of the County of Mariposa, State of California.

Standard Specifications. Means the 2002 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County or its corresponding agency, office or officer acting under this contract.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

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

The fourth paragraph of Section 2-1.05, "Proposal Forms", of the Standard Specifications is amended to read:

All proposal forms shall be obtained from Mariposa County Department of Public Works, Road Division, 4639 Ben Hur Road, Mariposa, California 95338, which forms are not transferable.

The last paragraph of Section 2-1.07, "Proposal Guaranty", of the Standard Specifications is deleted.

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

2-1.02 (not used)

2-1.03 DBE GOAL FOR THIS PROJECT. The Department has established an overall goal of eight percent (8%) for disadvantaged businesses (DBE) participation for this project. This overall goal is broken down into three percent (3%) race-conscious and five percent (5%) race neutral components.

It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work of material needs consistent with the available DBE subcontractors and suppliers, so as to assure a good faith effort in encouraging DBE participation.

2-1.04 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after the opening of the proposals.

SECTION 3. AWARD, AND EXECUTION OF CONTRACT

3-1.01 GENERAL.--The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract", of the Standard Specifications and these special provisions for the requirements and conditions concerning award, and execution of the contract.

It is the bidder's responsibility to show good faith efforts to promote DBE participation and to provide information to establish that, prior to bidding, the bidder has made good faith efforts to do so.

3-1.01A DBE INFORMATION.--The apparent successful bidder shall provide information showing that a good faith effort to encourage DBE participation has been made.

3-1.01B AWARD OF CONTRACT.--The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3-1.01C CONTRACT BONDS.--The second paragraph of Section 3-1.02, "Contract Bonds", of the Standard Specifications shall be amended to read:

Each of the two bonds shall be in a sum equal to the contract price, except as otherwise provided in Section 3248 of the Civil Code when the total amount payable is $5,000,000 or more and except as otherwise provided in Streets and Highways Code Section 30154 of the California Toll Bridge Authority Act.

SECTION 4. BEGINNING OF WORK TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

The first paragraph of Section 8-1.03, "Beginning of Work", of the Standard Specifications is amended to read:
8-1.03 Beginning of Work. The Contractor shall begin work within 7 days after receiving the Notice to Proceed and shall diligently prosecute the same to completion within the time limit provided in the special provisions.

The second sentence in the second paragraph of Section 8-1.03, "Beginning of Work", of the Standard Specifications is amended to read:

The notice shall be delivered to the Engineer and shall specify the date the Contractor intends to start.

The Contractor shall pay to the County of Mariposa the sum of $300.00 per day, for each and every calendar day's delay in finishing the work after 90 calendar days from the date the Notice of Award is issued.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01.-- LABOR NONDISCRIMINATION.--Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

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

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

5-1.02--(not used)

5-1.03 --(not used)

5-1.04--(not used)

145-1.05--(not used)
5-1.06 RESPONSIBILITY FOR DAMAGE.--The sixth through eighth paragraph of Section 7-1.12, "Responsibility for Damage", of the Standard Specification is deleted.

The ninth paragraph of Section 7-1.12 including parts A, B, C, and D, is deleted and replaced with the following:

A. The Contractor and all Subcontractors shall maintain in full force and effect, during the progress of the work and any time before its completion and final acceptance, the following Bodily Injury Liability, Personal Injury, Property Damage Liability, Public Liability, Automobile Liability Insurance and Workers' Compensation:

1. Contractual Liability Insurance for Liability assumed by the Contractor under agreement with the County of Mariposa. Such insurance as is afforded by the policy to the Contractor for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by, but not limited to, blasting, collapse, structural injuries or damage to underground utilities. The minimum limits of liability for this insurance shall be as follows:

   A single limit for
   Bodily Injury Liability
   Personal Injury and
   Property Damage Liability
   combined of:

      $1,000,000 each occurrence
      $1,000,000 aggregate

2. Automobile insurance providing no less that $1,000,000 combined single limit per accident of Bodily Injury and Property Damage, covering all owned or rented equipment used in connection with the work.

3. Workers' Compensation and Employer's Liability policy providing no less than $1,000,000 limit per accident.

4. An additional Insured Endorsement to the Contractor's Liability insurance policy naming the County, the Department and its officers and employees as additional insureds in the following form:

   "The County of Mariposa, its officers, employees and agents, are hereby declared to be additional insureds under the terms of this policy, both as to the activities of the Contractor and as to the activities of the County, its officers, employees and agents as related to the work activity described herein."

B. Evidence of Insurance (Contractual Liability Insurance and Additional Insured Endorsement) in compliance with the requirements of Paragraph A herein, there shall be furnished to the Department a Certificate of Insurance with original endorsements
affecting coverage required by this Contract, and a certified copy of the insurance policy or policies shall be attached at the time the contract is signed. A statement regarding the following shall be included on the certificate of insurance:

Each insurance policy required by this clause shall state, or be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

C. Such insurance shall be issued by a company or companies authorized to transact business in the State of California and with a Best’s rating of no less than A:XIII.

D. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract.

E. Any deductible or self-insured retentions must be disclosed to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the County, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor's insurance coverage shall be primary insurance as respects to the County, its officials and employees. An insurance of self-insurance maintained by the County, its officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials and employees.

The insurer shall agree to waive all rights of subrogation against the County, its officials and employees for losses arising from work performed by the Contractor for the County.

5-1.07 PAYMENTS.-- Attention is directed to Section 9-1.06, "Partial Payments", and 9-1.07, "Payments After Acceptance", of the Standard Specifications and these special provisions.

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

5-1.08 FINAL PAYMENT AND CLAIMS.--The first sentence of the first paragraph of Section 9-1.07B, "Final Payment and Claims", of the Standard Specifications is amended to read:

After acceptance by the Director of Public Works, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item qualities, extra work and
any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts kept or retained under the provisions of the contract including the deduction of a 10% retention. The final payment of the 10% retention will be due and payable at the expiration of thirty-five (35) days from the date of acceptance of the work by the Board of Supervisors.

The fifth paragraph of Section 9-1.07B, "Final Payment and Claims", of the Standard Specifications, is amended to read:

The Mariposa County Board of Supervisors will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said Board of Supervisors will review such claims and make a written recommendation thereon. The Contractor may meet with the review board or person to make a presentation in support of such claims.

5-1.09 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 they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines 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 loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his 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 the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to the differing site conditions will be made in accordance with the provisions in Section 4-1.03, "Changes", of the Standard Specifications.

5-1.10 (NOT USED)

5-1.11 (NOT USED)

5-1.12 SUBCONTRACTING.--Attention is directed to the provisions in Section 8-1.01, "Subcontracting", of the Standard Specifications, Section 2, "Proposal Requirements and Conditions", Section 3, "Submission of DBE Information, Award, and Execution of Contract", elsewhere in these special provisions and these special provisions.
SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 TESTING.--Whenever a reference is made in the specifications to any of the California Test numbers specified below, the corresponding ASTM Designation or AASHTO Designation test numbers may be used to determine the quality of materials.

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<th>AASHTO Designation</th>
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<td>231</td>
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<tr>
<td>204</td>
<td>D 4318</td>
<td>T 89 &amp; T 90</td>
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<tr>
<td>504</td>
<td>C 231</td>
<td>T 152</td>
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<tr>
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<td>C 39</td>
<td>T 22</td>
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<tr>
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<td>C 293 &amp; C 78</td>
<td>T 177 &amp; T 97</td>
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<tr>
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<td>C 360</td>
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</tr>
<tr>
<td>211</td>
<td>C 131 &amp; C 535</td>
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</table>

Note:

(a) When ASTM designation: D 2922 or AASHTO Designation: T 238 is used, the frequency and area distribution of such tests shall comply with the requirements specified in California Test 231. For each determination of relative compaction by ASTM or AASHTO test methods, laboratory maximum dry densities are allowed. Previous laboratory maximum dry densities may be used to determine relative compaction if the material, as determined by the Engineer, is from the same visual characteristics of color, graduation, and soil classification as the previous laboratory maximum dry densities. The use of previous laboratory maximum dry densities will not be permitted for more than 5 working days or for more than 14 determinations of relative compaction.
9-1.01 GENERAL. -- Merced Falls Road -- The work to be done consists, in general of asphalt grindouts, the reshaping and paving of roadside ditches, embankment slip-out repair work, culvert installations including concrete headwalls, raised pavement markers where grindouts obliterate existing markers, temporary pavement markers, traffic control, erosion control, and applying painted traffic stripes in Mariposa County as shown on the plans and in these specifications.
SECTION 10. GENERAL

10-1.01--CONTROL OF WORK.--Control of work shall conform to the provisions in Section 5-1.05, "Control of Work", of the Standard Specifications and these special provisions.

10-1.02--OBSTRUCTIONS.--Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities", and 15 "Existing Highway Facilities", of the Standard Specifications and these special provisions.

10.03--CONSTRUCTION AREA TRAFFIC CONTROL DEVICES.--Construction area signs will be furnished, installed, maintained, and removed when no longer needed by the Contractor and shall be in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

The Contractor shall maintain all traffic control devices in an acceptable condition throughout the project, cleaning them when necessary and repairing or replacing any damaged by public traffic or other causes.

C31 "LOW SHOULDER" signs (30" x 30") shall be placed every 1,000 feet throughout the length of project, both sides of roadway.

The Contractor will provide a "TRAFFIC CONTROL-WAIT FOR PILOT CAR" SIGN (C37) at intersecting approaches, including driveways, to be included as part of the bid item "Traffic Control".

Full compensation for construction area signs shall be considered as included in the lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.04--MAINTAINING TRAFFIC.--Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

The Contractor will provide flaggers and a pilot car.

Radio communication between the flaggers, pilot car, and the Contractors material delivery trucks is required.

All traffic shall be brought into or out of the work zone by the pilot car.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to traffic.

Radio communication between the flaggers, pilot car, and the Contractors material delivery trucks is required.
All traffic shall be brought into or out of the work zone by the pilot car.

A minimum of one traffic lane, not less than 8 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

Flagging costs, full compensation for traffic control, furnishing and operating the pilot car (including driver, radios and any other equipment and labor required) shall be considered as included in the lump sum price paid for traffic control and no additional compensation will be allowed therefor.

10-1.05--TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.--Traffic Control will be provided by the Contractor and shall be in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and the provisions under "Maintaining Traffic" elsewhere in these special provisions.

Attention is directed to the Standard Plan T13 "Traffic Control System For Closure On Two Lane Conventional Highways" located in the appendix.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety", of the Standard Specifications.

The Contractor shall be responsible for obtaining any encroachment permits for performing work in the State Highway right of way.

10-1.06--HOURS OF WORK.--Unless otherwise approved by the Engineer the Contractor shall restrict his hours of work to the period between one-half hour after sunrise and one-half hour before sunset, but in no case shall work begin before 7:00 a.m. or end after 7:00 p.m.

10-1.07--TEMPORARY PAVEMENT DELINEATION.--Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety", of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline and centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.
Temporary pavement delineation shall be maintained until replaced with permanent pavement delineation. Temporary pavement delineation shall be removed when, as determined by the Engineer, the temporary pavement delineation is no longer required for the direction of public traffic. When temporary pavement delineation is required to be removed, all lines and marks used to establish the alignment of the temporary pavement delineation shall be removed.

Temporary pavement delineation shall consist of two (2) temporary reflective raised pavement markers placed on lanelines and centerlines at longitudinal intervals of not more than 24 feet apart. Temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or equal:

- **Astro-Optics Temporary Pavement Marker**
  Model TPM, manufactured by Astro-Optics Corporation
  156 Williams Street
  Carpentersville, IL 60110
  (800)444-6790

- **Davidson Plastics Temporary Overlay Marker**
  Model T.O.M. (types Y and W), manufactured by Davidson Plastics Co.
  18726 East Valley Highway
  Kent, WA 98032
  (206)251-8140

- **Flex-O-Lite Raised Construction Marker**
  Model RCM, manufactured by Flex-O-Lite, Lukens Company
  P. O. Box 4366
  St. Louis, MO 63123-0166
  (800)325-7717

- **Stimsonite Construction Zone Marker**
  Models 66 and 66GB, manufactured by Stimsonite Corporation
  7542 North Natchez Ave.
  Niles, IL 60648
  (708)647-9525

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions. Temporary reflective raised pavement markers shall be cemented to the surfacing with adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place temporary reflective raised pavement markers in areas where removal of the markers will be required.

Temporary laneline and centerline delineation consisting of two (2) temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet apart, shall be used for a maximum of 14 days on lanes opened to public traffic. Where the final layer of surfacing is in place,
the permanent pavement delineation, exclusive of permanent pavement markers, shall be placed within 14 days after opening the lanes to public traffic.

When the Contractor's operations are such that temporary laneline and centerline delineation, consisting of two (2) temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet apart, will be in use on lanes opened to public traffic for longer than the 14 days, the Contractor shall provide, at his expense, prior to the end of 14 days, additional pavement delineation. The additional temporary pavement delineation, to be provided, shall be equivalent to the pattern shown for permanent pavement delineation as determined by the Engineer.

Full compensation for furnishing, placing, maintaining and removing temporary pavement delineation, and for providing the equivalent patterns of permanent pavement delineation, when required, shall be considered as included in the contract prices paid for the items of work that obliterated the pavement delineation and no separate pavement will be made therefore.

10-1.08--PAVEMENT MARKERS.-- Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Standard Specifications and these special provisions.

Permanent pavement markers shall be reflective, two way, yellow color, surface mounted as indicated on the detail sheets provided with these Specifications.

See "Raised Pavement Marker Detail" included within these Specifications.

Permanent pavement markers located within grindouts or within any sections of road to be obliterated or overlayed shall be replaced.

Measurement and payment of the reflective pavement markers shall conform to Sections 85-1.08, "Measurement" and 85-1.09, "Payment", respectively.

The unit price paid for "Pavement Markers" shall include full compensation for furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, and for doing all work involved in placing pavement markers, as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer.

10-1.09--EXISTING HIGHWAY FACILITIES.--The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities", of the Standard Specifications and these special provisions.

10-1.10 WATERING. Watering shall conform to the provisions in Section 17, "Watering", of the Standard Specifications and these special provisions.

The water trucks on this project shall be no larger than 4000 gallons.

This contract does not include a separate pay item for developing a water supply. Full compensation for developing a sufficient supply of water required for the work shall be considered as included in
the prices paid for the various contract items of work involving the use of water and no separate payment will be made therefore.

10-1.11--EARTHWORK. Earthwork shall conform to the provisions in Section 19, "Earthwork" of the Standard Specifications and these special provisions.

Roadway excavation will include all excavation. This includes structural excavation and backfill, ditch excavation, the placement of fill in slip-outs.

The quantities of structural excavation and backfill required for the installation of culverts and endwalls will not be paid for as separate items and shall be considered as included in the contract prices paid per linear foot for culverts or per cubic yard for concrete involved in constructing endwalls and footings.

10-1.12--EMBANKMENT REPAIR. Embankment repair shall conform to Section 19 "Earthwork" with attention directed to Section 19-6 "Embankment Construction", of the Standard Specifications and these special provisions.

Material used for embankment repair shall be imported borrow and shall be provided by the Contractor.

See "Embankment Repair Location Sheet" for locations and estimated quantities of imported borrow included within these specifications.

 Constructed fillslopes shall match adjacent fillslope grades.

Full compensation for embankment repair including furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, clearing and grubbing as directed by the Engineer, and for doing all work involved in reconstructing the embankments, and as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer shall be considered as included The contract price paid per cubic yard for "Imported Borrow" and no additional compensation will be allowed therefore.

10-1.13--IMPORTED BORROW. Imported borrow shall conform to Section 19-7, "Borrow Excavation", of the Standard Specifications and these special provisions.

The contract price paid per cubic yard for "Imported Borrow" shall include full compensation for furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, clearing and grubbing as directed by the Engineer, and for doing all work involved in reconstructing embankments, roadside ditches, and as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer.

10-1.14--ASPHALT CONCRETE. Asphalt concrete for ditch line paving shall be Type B (1/2" Max-Med). Asphalt concrete for grindouts shall be Type B (3/4" Max-Med). Asphalt Concrete shall
conform to the provisions in Section 39, "Asphalt Concrete", of the Standard Specifications and these special provisions. See typical sections for paving widths and thickness for the various job locations.

Aggregate for asphalt concrete dikes shall conform to the 3/8" maximum grading as specified in Section 39-2.02, "Aggregate" of the Standard Specifications.

The Contractor shall submit to the Engineer a proposed mix design and material proposed for each asphalt concrete mixture. No asphalt concrete material for payment shall be produced until the Engineer has approved a mix design.

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

At the end of each work day all remaining exposed paint binder shall have clean sand, approved by the Engineer spread over the exposed tack coated surface. This shall be cleaned of all sand, dirt, and extraneous material, then re-coated with tack before any layer of asphalt concrete is placed.

As directed by the Engineer, paint binder shall be applied to any layer of asphalt concrete in advance of spreading the next layer.

The paving machine shall be equipped with joint matching grade control system.

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

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

Temporary tapered transverse joints shall be used whenever traffic is to be carried over the transverse joint, see detail "Transverse Joint Construction", included within these specifications. The Contractor shall provide clean sand to be placed over any tack coated surface where treated paper is to be placed. The taper shall be sloped at 1:30 (Vertical:Horizontal) or flatter.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary tapered transverse joints shall be completely removed, including the removal of treated paper and loose material from the underlying surface, before placing the permanent surfacing.

Asphalt concrete shall be compacted as follows:

Initial or breakdown compaction shall consist of 3 coverages of a layer of asphalt mixture and shall be performed with a 2-axle or 3-axle tandem or a 3-wheel roller weighing not less than 12 tons. Each layer of asphalt concrete shall be compacted additionally without delay by a final rolling consisting of not less than one coverage with a steel-tired roller weighing not less than 8 tons. Except as otherwise
provided for low rates of production, a separate finish roller will be required. Rolling shall be performed so that cracking, shoving or displacement will be avoided.

Crack filling prior to paving operations will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Asphalt concrete surfacing shall be placed on all existing surfacing, including three (3) foot wingouts at public and asphalt surfaced private road connections, as directed by the Engineer.

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

The total width of any section of road shall be placed in a single day. No cold joints will be allowed over night along the road centerline.

Compensation for work performed under this section "Asphalt Concrete", including the asphalt concrete, dikes, surfacing miscellaneous areas and paint binder, shall conform to the provisions in Section 39-8.01, "Measurement", and Section 39-8.02, "Payment", of the Standard Specifications.

10-1.15 ASPHALT BINDER.--- Asphalt Binder shall conform to State Specifications, Section 92, Grade AR-4000.

10-1.16--GRINDING. This work shall consist of grinding asphalt concrete pavement and patching as specified in these plans and as specified in these Specifications and special provisions.

Grinding shall be performed with abrasive grinding equipment utilizing diamond cutting blades.

The areas and depths to be removed shall be as indicated on the grinding tables included with these Specifications. The area in the exposed spaces below asphalt grade shall be watered and compacted, after which the space shall be filled with asphalt concrete. Grinding work shall be paved with asphalt concrete to existing asphalt concrete grade prior to the end of the working day.

Asphalt pavement removed by grinding shall be spread on Barrett Entrance Road, located as shown on the "Grindout Spreading Location" drawing included within these Specifications. County forces will be on site to shape and compact the grindings as delivered.

Measurement of payment for grinding on existing pavement will be measured by the ton of asphalt concrete placed in the grindout sections.

The contract price paid per ton of grinding existing pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in grinding the existing pavement and removing and disposing of residue, providing and placing asphalt
concrete, including furnishing water for washing the pavement, as specified in these Specifications and the special provisions and as directed by the Engineer.

10-1.17 ROADSIDE DITCH PAVING. -- Asphalt for ditch paving shall be Type B (1/2" Max-Med). Asphalt Concrete and shall conform to the provisions in Section 39, "Asphalt Concrete", of the Standard Specifications and these special provisions.

See "Typical Ditch Paving Section" detail included within these specifications for the paving locations and quantities.

Material used for filling in eroded ditches, where required, prior to paving ditches shall be imported borrow. See "Imported Borrow" detail sheet for estimated quantities for the various locations. Full compensation for furnishing, placing, shaping and compacting imported borrow shall be at the unit price paid for "Imported Borrow" and no additional compensation will be allowed therefore.

Full compensation for roadside ditch paving including furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, clearing and grubbing as directed by the Engineer, and for doing all work involved in ditch paving, and as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer shall be considered as included in the contract price paid per ton for "Roadside Ditch Paving" and no additional compensation will be allowed therefore.

10-1.18 CONCRETE STRUCTURES-- Portland cement concrete shall conform to the provisions in Section 51, "Concrete Structures", of the Standard Specifications and these special provisions. Portland cement concrete and all precast portland cement concrete products used on this project shall contain not less than 564 pounds of portland cement per cubic yard. The contract prices paid per cubic yard for minor concrete of the class specified in the Engineer's Estimate shall include full compensation for all structure excavation and structure backfill and for furnishing and placing all bar reinforcing steel necessary to construct the minor structures, complete in place, as shown on the approved plans, and as specified in these specifications and as directed by the Engineer, and no separate payment will be made for these included items.

10-1.19--REINFORCEMENT. Reinforcement shall conform to the provisions in Section 52, "Reinforcement", of the Standard Specifications.

10-1.20 CORRUGATED METAL PIPE. All new culverts installed under this contract shall be of corrugated steel pipe and shall conform to the provisions in Section 66, "Corrugated Metal Pipe", of the Standard Specifications and these special provisions.

See "Culvert Installation Detail" sheet for information regarding locations, sizes, and construction details, for culverts to install.

Except as otherwise designated on the plans or in the specifications, joints for culvert pipe shall conform to the plans and specifications for standard joints.
All eighteen (18) and twenty-four (24) inch diameter corrugated steel pipe shall have a minimum thickness of 0.064 inches (16 gage). All thirty-six (36) and forty-eight (48) inch diameter corrugated steel pipe shall have a minimum thickness of 0.109 inches (12 gage).

Corrugated steel flared end sections, and drop inlets shall conform to the provisions in Section 70, "Miscellaneous Facilities", of the Standard Specifications.

Concrete headwalls per Standard Plan drawings D89 shall be constructed for each corrugated metal pipe installation. Compensation for concrete headwalls shall be considered as included in the linear price paid for installing the various size pipes and no additional compensation will be allowed therefore.

Full compensation for installing new corrugated metal pipe, complete with fittings and concrete headwall, including furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, as directed by the Engineer, and for doing all work involved in installing corrugated metal pipe with concrete headwall, and as specified in these Special Provisions, the Standard Specifications, Standard Drawings, and as directed by the Engineer shall be considered as included in the lineal foot price paid for each different size of corrugated metal pipe and no additional compensation will be allowed therefore.

10-1.21 TRAFFIC STRIPES. Painted traffic stripes shall conform to the provision in Section 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications.

"Traffic Stripes" shall consist of striping the various locations where "Grindouts" obliterate the existing traffic stripe.

The traffic stripe pattern shall be a two-direction no-passing three (3) inch black line placed between two four (4) inch yellow lines. Two coats shall be applied. Reflective glass bead shall be applied at a rate of 10 lbs. per gallon of yellow traffic paint.

Compensation for work performed under this section "Painted Traffic Stripes" shall conform to the provisions in Section 84-3.06, "Measurement", and Section 84-3.07, "Payment", of the Standard Specifications.

10-1.22 SHOULDER BACKING.-- Shoulder backing shall conform to the following quality and grading requirements.

<table>
<thead>
<tr>
<th>Sieve Sizes</th>
<th>Percentage Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot;</td>
<td>100</td>
</tr>
<tr>
<td>1&quot;</td>
<td>65-100</td>
</tr>
<tr>
<td>No. 4</td>
<td>35-85</td>
</tr>
<tr>
<td>No. 30</td>
<td>15-55</td>
</tr>
<tr>
<td>No. 200</td>
<td>5-25</td>
</tr>
</tbody>
</table>
QUALITY REQUIREMENTS

<table>
<thead>
<tr>
<th>Specification</th>
<th>California Test</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand Equivalent</td>
<td>217</td>
<td>10 Min.</td>
</tr>
<tr>
<td>Resistance (R-value)</td>
<td>301</td>
<td>50 Min.</td>
</tr>
<tr>
<td>Plasticity Index</td>
<td>204</td>
<td>1 Min.</td>
</tr>
</tbody>
</table>

Full compensation for shoulder backing including furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, and for doing all work involved in placing, shaping, and compacting shoulder backing, and as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer shall be considered as included. The contract price paid per ton for "Shoulder Backing" and no additional compensation will be allowed therefore.

10-1.23 -- FINISHING ROADWAY. Finishing Roadway shall conform to Section 22, "Finishing Roadway" of the Standard Specifications and these special provisions.

Shaping of ditches and shoulders shall conform to the typical section drawing included within these specifications.

Any material needed for filling in ditches and shoulders shall be imported borrow and shall be provided by the Contractor.

Full compensation for furnishing, placing and compacting imported borrow shall be at the unit price paid for "Imported Borrow".

Full compensation for finishing roadway including furnishing all labor, operators, materials, tools, equipment, mobilization, transportation, and incidentals, clearing and grubbing as directed by the Engineer, and for doing all work involved in finishing roadway as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer shall be considered as included in the contract price paid for "Finishing Roadway" and no additional compensation will be allowed therefore.

10-1.24 -- EROSION CONTROL. Erosion control shall conform to the provisions in Section 20, "Erosion Control and Highway Planting", of the Standard Specifications and these special provisions.

The requirement for spreading topsoil is deleted from Section 20-3.02.

Erosion control work shall consist of applying 3 separate applications of erosion control materials to embankment slopes where "Embankment Repair" work under this contract has been completed and other areas designated by the Engineer. The applications shall consist of the following and shall be applied in the following sequence.

1. Fiber, legume seed and non legume seed and water.

2. Straw.
3. Fiber, commercial fertilizer and water.

Once erosion control work is started in an area, all applications shall be completed in that area on the same working day.

A. MATERIALS. Materials shall conform to Section 20-2, "Materials", of the Standard Specifications and the following:

A.1 SEED. Seed shall conform to the provisions in Section 20-2.10, "Seed", of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts, or a seed technologist certified by the Society of Commercial Seed Technologists.

Seed shall have been tested for purity and germination not more than one year prior to application of seed or seed shall be retested at the Contractor's expense.

Results from testing seed for purity and germination shall be furnished to the Engineer prior to applying seed.

A.1a LEGUME SEED. Legume seed shall be pellet-inoculated in accordance with the provisions in said Section 20-2.10, except that the inoculation shall be in accordance with the provisions in Bulletin 1842, "Range-Legume Inoculation and Nitrogen Fixation by Root-Nodule Bacteria", of the University of California, Division of Agriculture and Natural Resources, and shall be added at the rate of five (5) times the amount recommended on the inoculant package.

Legume seed shall be sown within ninety (90) days after inoculation or shall be reinoculated prior to application.

Legume seed may be pellet-inoculated by methods other than the provisions in said Bulletin 1842 provided the method of inoculation shall be approved by the Engineer prior to inoculating the seed.

If the Contractor elects to perform the inoculation of the legume seed instead of having it done commercially, the Contractor shall notify the Engineer at least two (2) days prior to such inoculation. Legume seed inoculated by the Contractor shall be placed in separate containers and shall not be mixed with other seed prior to sampling by the Engineer. Empty bags and container lids of the inoculant bacteria that show the expiration date shall be delivered to the Engineer.

A sample of not less than two (2) ounces nor more than four (4) ounces of inoculated seed will be taken by the Engineer from the seed containers for each legume.

Legume seed shall consist of the following:

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Percent</th>
<th>Percent</th>
<th>Pounds/Acre</th>
</tr>
</thead>
</table>

28
<table>
<thead>
<tr>
<th>Botanical Name (common name)</th>
<th>Percent (minimum purity)</th>
<th>Percent (minimum germination)</th>
<th>Pounds/Acre (slope measurement)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Trifolium Hirtum &quot;Hykow&quot;</em></td>
<td>99</td>
<td>90</td>
<td>8</td>
</tr>
<tr>
<td><em>(Hykow Rose Clover)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Vicia Dasycarpa</em></td>
<td>90</td>
<td>70</td>
<td>8</td>
</tr>
<tr>
<td><em>(Lana Vetch)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### A.1b NON-LEGUME SEED

Non-legume seed shall consist of the following:

A sample of approximately one (1) ounce of non-legume seed may be taken from each seed container by the Engineer.

If seed conforming to the requirements for purity or germination is not readily available, seed not conforming to these requirements may be used providing that the application rate for such seed shall be increased to compensate for the less than specified purity or germination.

### A.2 COMMERCIAL FERTILIZER

Commercial fertilizer shall conform to the provisions in Section 20-2.02, "Commercial Fertilizer", of the Standard Specifications

### A.3 STABILIZING EMULSION (SOLIDS)

Stabilizing emulsion (solids) shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion", of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry power form, may be re-emulsifiable and shall be a processed organic adhesive used as a soil binder.
The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within sixty (60) minutes after the seed has been added to the mixture:

<table>
<thead>
<tr>
<th>Material</th>
<th>Pounds per Acre (slope measurement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>500</td>
</tr>
<tr>
<td>Non-Legume Seed</td>
<td>26</td>
</tr>
<tr>
<td>Legume Seed</td>
<td>16</td>
</tr>
</tbody>
</table>

When premixed seed from containers is added by hydro-seeding equipment, the entire contents of the containers shall be used in preparing the hydro-seeding mixture. Partial use of a container of premixed seed will not be permitted in a hydro-seeding mixture. Straw shall be applied at the rate of two (2) tons per acre (slope measurement). Incorporation of straw will not be required.

The following mixture in the proportions indicated shall be applied with hydro-seeding equipment.

<table>
<thead>
<tr>
<th>Material</th>
<th>Pounds per Acre (slope measurement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>500</td>
</tr>
<tr>
<td>Non-Legume Seed</td>
<td>26</td>
</tr>
<tr>
<td>Legume Seed</td>
<td>16</td>
</tr>
</tbody>
</table>

When premixed seed from containers is added by hydro-seeding equipment, the entire contents of the containers shall be used in preparing the hydro-seeding mixture. Partial use of a container of premixed seed will not be permitted in a hydro-seeding mixture. Straw shall be applied at the rate of two (2) tons per acre (slope measurement). Incorporation of straw will not be required.

The following mixture in the proportions indicated shall be applied with hydro-seeding equipment.

<table>
<thead>
<tr>
<th>Material</th>
<th>Pounds per Acre (slope measurement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiber</td>
<td>500</td>
</tr>
<tr>
<td>Stabilizing Emulsion (solids)</td>
<td>90</td>
</tr>
<tr>
<td>Commercial Fertilizer</td>
<td>250</td>
</tr>
</tbody>
</table>

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer of the emulsion, but shall not exceed twelve (12) gallons of water per pound of stabilizing emulsion solids specified.
SECTION 11 (BLANK)

SECTION 12 (BLANK)
PROPOSAL TO MARIPOSA COUNTY
FOR THE CONSTRUCTION OF:
MERCED FALLS ROAD STORM DAMAGE
PROJECT IN MARIPOSA COUNTY

NAME OF BIDDER: ________________________________

BUSINESS ADDRESS: ________________________________

____________________________________________________________________

TELEPHONE: ________________________________

The work for which this proposal is submitted is for construction in accordance with the special provisions (including payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, and also in accordance with the State of California Department of Transportation Standard Plans, dated July 2002, the Standard Specifications dated July 2002, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates in effect on the date of bid opening.

Bids are to be submitted for the entire work. All bids will be compared on the basis of the County's estimated quantities of work to be done. The County will select the bid most advantageous to the County. The County will not award multiple contracts for this work.

The Contractor will provide and/or erect or place all construction area signs, traffic control, traffic strips and permanent pavement markings.

The bidder shall set forth for each item of work a unit price for each item and a total price for the item, based on extension of unit prices and the estimated quantities, all in clearly legible figures in the respective spaces provided for this purpose.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the sums required by the special provisions, with surety satisfactory to the Mariposa County Department of Public Works, within (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Engineer that the contract has been awarded, the County of Mariposa may, at its option, determine that the bidder has abandoned the contact, that thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Mariposa.

The Contractor shall begin work within 7 days of the issuance of the Notice to Proceed. The Contractor shall diligently prosecute the same to completion within 90 calendar days after the "Notice of Award" is issued.
The undersigned, as bidder declares that the only persons or parties interested in this proposal as principal are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans, specifications and special provisions therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Mariposa, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore, the following item prices, to wit:
# MERCED FALLS ROAD STORM DAMAGE

## BID SCHEDULE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONSTRUCTION AREA SIGNS</td>
<td>LS</td>
<td>LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TRAFFIC CONTROL</td>
<td>LS</td>
<td>LS</td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>IMPORTED BORROW EMBANKMENT / DITCH LINE</td>
<td>C.Y.</td>
<td>1237</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ASPHALT CONCRETE GRINDOUTS - TYPE &quot;B&quot; 3/4&quot; (MAX-MED)</td>
<td>TON</td>
<td>860</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>ROADSIDE DITCH PAVING - TYPE &quot;B&quot; 1/2&quot; (MAX-MED)</td>
<td>TON</td>
<td>602</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>48&quot; (12 ga.) CSP INSTALLED</td>
<td>LF</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>18&quot; (16 ga.) CSP INSTALLED</td>
<td>LF</td>
<td>240</td>
<td></td>
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<tr>
<td>8</td>
<td>STRIPING DOUBLE COAT</td>
<td>LF</td>
<td>675</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>RAISED PAVEMENT MARKERS</td>
<td>EA</td>
<td>50</td>
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<tr>
<td>10</td>
<td>EROSION CONTROL</td>
<td>SQ. FT.</td>
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</table>

## MERCED FALLS ROAD PROJECT TOTAL IN FIGURES

$______________

## TOTAL BID IN FIGURES

$______________

Amount of bid, written out: ____________________________

Signature of Bidder: ________________________________
THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION
OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN
ENDORSEMENT & EXECUTION OF THOSE CERTIFICATIONS WHICH ARE
A PART OF THIS PROPOSAL

The bidder _____, proposed subcontractor ________, hereby certifies that he has ________, has
not____, participated in a previous contract or subcontract subject to the equal opportunity clause,
as required by Executive Orders 10925, 11114 or 11246 and that where required, he has filed with
the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal
Government contracting or administering agency, or the former President’s Committee on Equal
Employment Opportunity, all reports due under the applicable filling requirements.

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

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

Proposed prime contractors and subcontractors who have participated in previous contract or
subcontract subject to the Executive Orders and have not filed the required reports should note that
41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor
submits a report covering the delinquent period or such other period specified by the Federal
Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department
of Labor.
<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Description of portion of work subcontracted</th>
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<tbody>
<tr>
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</tbody>
</table>
In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has__________, has not__________, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any Public Works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

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

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____  No _____

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above statement and questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this statement and questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

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

Note: The above Noncollision Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollision Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
Accompanying this proposal is __________________ (NOTICE: Insert the "Cash ($_______)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be.) in amount equal to at least 10 percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE - If bidder or other interested person is a corporation, state legal name or corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

________________________________________

________________________________________

________________________________________

________________________________________

Licensed in accordance with an act providing for the registration of Contractors, License No.__________________________, classification(s)____________.

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number(s)

 .

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda. Addendum or addenda issued by the Department must be noted above.)

WARNING - If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this Proposal may be rejected.
By my signature on this proposal, I certify, under penalty of perjury, under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal, I further certify, under penalty of perjury under the laws of the State of California, and the United States of America, that the Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29, Debarment and Suspension Certification are true and correct.

Date:__________________________

______________________________
Signature of Bidder

______________________________
Title of Bidder

______________________________
Print Name

Business Address:__________________________

Place of Business:__________________________

Place of Residence:__________________________

Contractor's License No.:____________________

Taxpayer ID No.:___________________________
WHEREAS, the County of Mariposa, hereafter referred to as "Obligee", has awarded to Contractor
______________________________________________________________,
California License No.____________, hereafter referred to as "Principal", a contract for the work referenced as follows:

Furnish all labor, materials, tools, equipment, transportation and incidentals necessary to construct, in general, asphalt grindouts, the reshaping and paving of roadside ditches, embankment slip-out repair work, culvert installations including concrete headwalls, raised pavement markers where grindouts obliterate existing markers, temporary pavement markers, traffic control, erosion control, and applying painted traffic stripes in Mariposa County as shown on the plans and in these specifications.

WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

AND, WHEREAS, Surety is a corporation organized and existing under the laws of the State of ___________________________, and is authorized to transact surety business in the State of California.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of ________________________________ Dollars ($__________) to be paid to the Obligee, for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal shall faithfully perform his contract, then this obligation shall be null and void; otherwise it shall be in full force and effect.
No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: ________________________

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____________________________________________________________________

_____________________________________________________________________

By: ________________________
    Principal

_____________________________________________________________________

_____________________________________________________________________

    Surety

_____________________________________________________________________

_____________________________________________________________________

    Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.

CERTIFICATE OF ACKNOWLEDGMENT

State of California   )
County of Mariposa    )

On this _______ day of _______________ in the year 20___, before me _________, personally appeared ___________________, personally known to me (or proved to me the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of ____________________________ as acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_________________________________
NOTARY PUBLIC  
COUNTY OF MARIPOSA  
STATE OF CALIFORNIA  

PAYMENT BOND  
(Section 3247, Civil Code)  

Bond No.__________________________

WHEREAS, the County of Mariposa, hereafter referred to as "Obligee", has awarded to  
Contractor____________________________ California License  
No.__________________________ hereafter referred to as "Principal", a contract for the work referenced  
as follows:

Furnish all labor, materials, tools, equipment, transportation and incidental necessary to construct,  
in general, asphalt grindouts, the reshaping and paving of roadside ditches, embankment slip-out  
repair work, culvert installations including concrete headwalls, raised pavement markers where  
grindouts obliterate existing markers, temporary pavement markers, traffic control, erosion control,  
and applying painted traffic stripes in Mariposa County as shown on the plans and in these  
specifications.

WHEREAS, said Principal is required to furnish a bond in connection with said contract to secure the  
payment of claims of laborers, mechanics, material men and other persons as provided by law.

AND, WHEREAS, Surety is a corporation organized and existing under the laws of the State  
of____________________________, and is authorized to transact surety business in the State of  
California.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee, in the sum  
of____________________________ Dollars ($________________) for which payment we bind ourselves,  
jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons names in Civil Code  
Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or  
labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over  
to the Employment Development Department from the wages of employees of the Principal and  
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to  
such work and labor, that the surety herein will pay for the same in an amount not exceeding the
sum specified in this bond. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.
No right to action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated:________________________

Correspondence or claims relating to this bond should be sent to the surety at the following address:

____________________________________

____________________________________

____________________________________

By: __________________________________
    Principal

____________________________________
    Surety

____________________________________
    Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged, and a Power of Attorney attached.
CERTIFICATE OF ACKNOWLEDGMENT

State of California  )
County of Mariposa   )

On this_________ day of ____________________ in the year 20___, before
me______________________________________, personally
appeared______________________, personally known to me (or proved to me the basis of satisfactory
evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact
of______________________________ as acknowledged to me that he (she) subscribed the name
of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

______________________________
NOTARY PUBLIC
APPENDIX

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS
NOTES

1. Where approach speeds are low, signs may be placed at 60 m (200 ft) spacing and in urban areas, closer.

2. All advance warning signs shall be placed at the locations indicated during night time closures.

3. CSA "END CONSTRUCTION" or CSA "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane control until the end of work area is obvious or ends within a larger project's limits.

4. If the CB or CSA sign would follow within 800 to 1200 ft of a construction CSA or CSA "STATE HIGHWAY CONSTRUCTION NEAR", use a CSA sign for the first advance warning sign.

5. At cones used for right lane closures shall be fitted with reflective sleeves as specified in the specifications.

6. Portable delineators, placed at one-half the speed indicated for traffic cones, may be used in lieu of cones for daytime closures only.

TYPICAL LANE CLOSURE WITH REVERSIBLE CONTROL

The signs and symbol are not to scale. To get to the work area, go to the entrance of the work area.

C37 TRAFFIC CONTROL BUTTON FOR PILOT CAR

C38 ROAD WORK AHEAD

C39 ROAD WORK POTENTIAL

C36 PREPARE TO STOP

C35 ADVANCE WARNING SIGNS 50 m to 300 m (160 ft to 1000 ft), speeds less than 10 km/h (6 mph) apply. See Note L

Table 1

<table>
<thead>
<tr>
<th>Approach Speed</th>
<th>6 to 30 mph</th>
<th>30 to 60 mph</th>
<th>60 to 100 mph</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase by 20 percent on illuminated countdown striping, less than 3 percent and longer than 16 km lane miles.</td>
<td></td>
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</tr>
</tbody>
</table>

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS

These Standard Plans for Construction of Local Streets and Roads contain in two systems of measurements: International System of units (SI) or "metric" and United States Standard Measures shown in the parentheses. The measurements expressed in the two systems are not necessarily equal or interchangeably. See the "Foreword" at the beginning of this Supplement.

NO SCALE
CONTRACT FOR SERVICES

This Contract made this _____ day of _____________________, 200_ between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR:

ARTICLE I. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on ____________ and shall terminate on ____________, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

ARTICLE 3. SCOPE OF SERVICES

3.01 Specific Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

Last Revised 10/26/04
No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Director of Public Works or his designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed in the not to exceed amount of ________________.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.
ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.02 Workers’ Compensation: During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.03 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.04 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.04 above and which shall
provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by Contractor without the prior written consent of County.

5.08 State and Federal Taxes: As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

5.09 Records: It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.10 Contractor’s Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Contract. Any records or documents required to be maintained shall be made available for
inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide access to all documents as permitted by law) necessary to the performance of Contractor’s duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION ARTICLE OF CONTRACT

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County’s option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated, and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid
and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged.

8.03 Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney’s Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney’s fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.
Executed in Mariposa, California, on the date and year first above written.

CONTRACTOR:

Company Name

By: ____________________________
    (signature)    (date)

(printed name)

Social Security or Taxpayer Identification Number: ____________________________

COUNTY:

Department of Public Works

By: ____________________________
    (Title)    (date)

APPROVED AS TO FORM:

Thomas P. Guarino
County Counsel