

**EI DORADO COUNTY
TRANSIT AUTHORITY (EDCTA)**

**CONTRACT &
SPECIAL PROVISIONS**

FOR

**Bus Parking Lot Improvements
Project #23-02 (2)**

BID OPENING – August 8, 2025, at 10:00 AM

FOR USE IN CONNECTION WITH THE LATEST STATE STANDARD SPECIFICATIONS, THE LATEST STANDARD PLANS, THE LATEST AMENDMENTS TO THE STANDARD SPECIFICATIONS, AND LABOR SURCHARGE AND EQUIPMENT RATES OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION INsofar AS THE SAME MAY APPLY AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

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BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. El Dorado County Transit Authority does not expressly or by implication agree that the actual amount of work will correspond with the quantities given herein but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Engineer. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

Bidder is required to fill out the BID SCHEDULE. The BASE BID COST and TOTAL COST shall be used to compare bids.

| BASE BID | | | | | |
|---------------------|---|----------|--------------------|------------|-------------|
| ITEM NO. | DESCRIPTION | UNITS | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 1 | JOB SITE MANAGEMENT / WATER POLLUTION CONTROL | LS | 1 | | |
| 2 | TEMPORARY DRAINAGE INLET PROTECTION | EA | 2 | | |
| 3 | ROADWAY EXCAVATION | CY | 493 | | |
| 4 | IMPORTED BORROW | CY | 149 | | |
| 5 | REMOVE CONCRETE (CURB RAMP) | SQFT | 60 | | |
| 6 | REMOVE CONCRETE (VALLEY GUTTER) | SQFT | 37 | | |
| 7 | REMOVE CONCRETE CURB | LF | 400 | | |
| 8 | REMOVE AND SALVAGE PARKING BUMPER | EA | 30 | | |
| 9 | RECONSTRUCT CHAIN LINK FENCE | LF | 50 | | |
| 10 | COLD PLANE ASPHALT CONCRETE PAVEMENT | SQYD | 5,200 | | |
| 11 | HOT MIX ASPHALT (TYPE A) | TON | 733 | | |
| 12 | CLASS 2 AGGREGATE BASE | CY | 202 | | |
| 13 | PAVING MAT | SQYD | 5,805 | | |
| 14 | MINOR CONCRETE (CURB) | LF | 365 | | |
| 15 | MINOR CONCRETE (VALLEY GUTTER) | SQFT | 11 | | |
| 16 | PARKING BUMPER (PRECAST CONCRETE) | EA | 41 | | |
| 17 | THERMOPLASTIC TRAFFIC STRIPE | LF | 2,200 | | |
| 18 | RELOCATE SHED | EA | 2 | | |
| 19 | TEMPORARY RELOCATE SHED | EA | 1 | | |
| 20 | MOBILIZATION (10%) | LS | 1 | | |
| ADD ALTERNATE NO. 1 | | | | | |
| ITEM NO. | ITEM NO. | ITEM NO. | ITEM NO. | ITEM NO. | ITEM NO. |
| 11a | HOT MIX ASPHALT (TYPE A) | TON | 128 | | |
| 12a | CLASS 2 AGGREGATE BASE | CY | 128 | | |
| 21 | TRAFFIC RATED MANHOLE | EA | 2 | | |
| 22 | TRAFFIC RATED HANDHOLE 3'X5' | EA | 4 | | |

| 23 | TRAFFIC RATED HANDHOLE 2'X3' | EA | 3 | | |
|---------------------------------|--|-------|--------------------|------------|-------------|
| 24 | TRAFFIC RATED HANDHOLE 17"X30" | EA | 21 | | |
| 25 | TRAFFIC RATED HANDHOLE 11"X18" | EA | 24 | | |
| 26 | CONDUITS | LF | 2,501 | | |
| 27 | TRENCHING | LF | 1,600 | | |
| 28 | CONDUIT HORIZONTAL DIRECTIONAL DRILLING METHOD | LF | 180 | | |
| 20a | MOBILIZATION (10%) | LS | 1 | | |
| ADD ALTERNATE NO. 2 | | | | | |
| ITEM NO. | DESCRIPTION | UNITS | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 29 | COMMISSIONING | LS | 1 | | |
| 30 | SWITCHBOARD MSB1 | EA | 1 | | |
| 31 | SWITCHBOARD MSB1 BUS DUCT | LF | 5 | | |
| 32 | AUTOMATIC TRANSFER SWITCH | EA | 1 | | |
| 33 | SWITCHBOARD MSB2 | EA | 1 | | |
| 34 | SWITCHBOARD A | EA | 1 | | |
| 35 | CHARGEPOINT POWER BLOCK AND POWER LINKS | LS | 1 | | |
| 36 | ELECTRICAL EQUIPMENT GROUNDING | LS | 1 | | |
| 37 | CABLES | LF | 746 | | |
| 38 | REINFORCED CONCRETE (EQUIPMENT PADS) | CY | 17 | | |
| 39 | FIXED BOLLARD | EA | 4 | | |
| 20b | MOBILIZATION (10%) | LS | 1 | | |
| BASE BID COST | | | | | \$ |
| ADD ALTERNATE NO. 1 COST | | | | | \$ |
| ADD ALTERNATE NO. 2 COST | | | | | \$ |
| TOTAL COST | | | | | \$ |

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY: _____

ADDRESS: _____

BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

EL DORADO COUNTY TRANSIT AUTHORITY (EDCTA)

NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the plans entitled:

BUS PARKING LOT IMPROVEMENTS PROJECT

Bids will be received at the El Dorado County Transit Authority (EDCTA) Office, 6565 Commerce Way, Diamond Springs, California, 95619 until **August 8, 2025 at 10:00 AM**, at which time they will be publicly opened and read at said address. Bids received late will be rejected and returned unopened.

General Work Description:

The Base Bid scope of work, in general, includes: the removal and replacement of specified areas of AC paving, cold plane and overlay of specified areas of existing AC paving, striping and parking bumper installation; reconstruction of the curbs as shown on the plans; chain link fence repairs; and relocation of existing sheds.

The Add Alternate No. 1 scope of work, in general, includes: the trenching and installation of conduit and pull boxes for electrical equipment and future chargers.

The Add Alternate No. 2 scope of work, in general, includes: the installation of the main switchboard, bus duct, transfer switch, switchboard A, ChargePoint equipment, all cables shown on the electrical plans, concrete equipment pads and grounding, fixed bollards, and coordination with PG&E for installation of the new service point.

Project Location: The EDCTA Operating Base Facility, 6565 Commerce Way, Diamond Springs, California, 95619. There will be a Mandatory Job Walk at the project site on July 14, 2025 at 9:00 AM. Bids will only be accepted from Contractors who attend the Mandatory Job Walk.

Bids are required for the entire work described herein. EDCTA reserves the right to reject any and all bids, and to waive any irregularities in said bids.

For bonding purposes, the anticipated project cost is \$3,000,000.

Attention is directed to Section 7-1.01C, "Contractor's Licensing Laws," of the State Standard Specifications. The Contractor shall possess a valid Class "A" license from the State of California and all other classes required by the categories and types of work included in this contract at the time of the bid award, and the license(s) shall remain in effect throughout the term of the Contract.

Plans, specifications, and proposal forms for bidding this project can only be obtained online at: eldoradotransit.com. Scroll to the bottom and select Procurements/RFPs, where the plans and bid forms are in pdf. format.

The Contract Documents and the Project Plans may be viewed in person during regular business hours of the EDCTA, located at 6565 Commerce Way, Diamond Springs, CA, 95619. However, no paper copies will be made available to interested parties, as they will be available online.

The EDCTA will accept proposal forms that are completed using pdf. editing tools, including e-initials and e-signatures, however any of the text in the forms may not be altered in any way.

All questions concerning this project shall be provided in writing and must be received by EDCTA in the manner described below. EDCTA makes no assurances that questions received within eight (8) days of the bid opening date will be answered prior to bid opening. Written questions may be e-mailed to the following location:

E-mails: To the attention of Erik Bergren, Planning & Marketing Manager at ebergren@eldoradotransit.com

Bidders are responsible to confirm receipt of written questions by EDCTA. Additionally, EDCTA will answer a bidder's question only if the bidder provides EDCTA a means for a response, including a telephone number and an e-mail address.

Bid Bonds will be required for this project. The successful bidder shall be required to furnish a Payment Bond and a Performance Bond and certificates of liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Special Provisions and will include an Additional Insured Endorsement to the Contractor's Liability insurance policy naming EDCTA, its officers, agents and employees as additional insureds.

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

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

In accordance with the provisions of California Labor Code Section 1770 et. seq, including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6 and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Refer to the Website for details at <http://www.dir.ca.gov/OPRL/PWD>.

The Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished will apply to work done under this contract.

EL DORADO COUNTY TRANSIT AUTHORITY

Brian James, Executive Director

Dated: 6/18/2025

BIDDER'S CHECKLIST

All items on the Bidder's Checklist must be initialed and dated for the Proposal to be considered complete. EDCTA reserves the right to award a contract in a manner and on the basis which will best serve EDCTA, taking into consideration the information in the statement of bidder's qualifications and past work history with EDCTA.

1. The bidder's attention is especially called to the following forms, which must be executed in full as required:
 - a) **PROPOSAL - BID SCHEDULE**
The bid unit prices must be shown in the space provided. The total bid price must be shown in the space provided.
 - b) **PROPOSAL SIGNATURE SHEET**
To be filled in and signed by the bidder.
 - c) **BOND ACCOMPANYING BID**
This bond is to be executed by the bidder and the surety company unless bid is accompanied by cash or certified check. The amount of this bond shall be not less than ten (10) percent of the total amount bid and may be shown in dollars or on a percentage basis.
2. The insurance requirements following the form of Contract for this project have been read and understood.

Initial: _____

Date: _____

3. The bidder certifies that he has toured the project site and is familiar with the work involved.

Initial: _____

Date: _____

4. The bidder understands that a performance bond issued by an approved surety equaling one hundred (100) percent of the contract amount will be required. A payment bond equaling one hundred (100) percent of the contract amount will also be required.

Initial: _____

Date: _____

5. EDCTA makes no guarantee as to the method of work chosen by the bidder. It is the bidder's responsibility to plan and schedule the work in order to complete the work in the time specified in the Special Provisions.

Initial: _____

Date: _____

6. A statement of the bidder's qualifications and List of Subcontractors must be submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

7. The bidder acknowledges that he must sign and attach any applicable addenda to the bid proposal.

Initial: _____ Date: _____

8. A non-collusion affidavit must be submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

9. Section 10285.1 Statement must be submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

10. Section 10162 Questionnaire and Section 10232 Statement must be submitted with the bid proposal for the bid documents to be considered complete.

Initial: _____ Date: _____

PROPOSAL
PROPOSAL TO EL DORADO COUNTY
TRANSIT AUTHORITY (EDCTA)
DIAMOND SPRINGS, CA
BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO: AREA CODE () _____

E-MAIL _____

The work for which this proposal is submitted is for construction in accordance with these Special Provisions (including the payment of not less than the State general prevailing wage rates), the contract annexed hereto, the project plans described below, including any addenda thereto, and also in accordance with the latest edition of the State Standard Specifications and any amendments, the latest edition of the Standard Plans, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done are entitled, **"BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)."**

The bidder further agrees to complete all work required under this Contract within **One Hundred Twenty (120)** working days upon the issuance of the Notice to Proceed, and to accept in full payment therefore the price indicated on the Bid Schedule.

The estimated lead time for switchboards and transfer switches is 50 weeks. If Add Alternate No. 2 is granted, 20 additional working days will be allowed for delivery and installation of the switchboards and transfer switch. All other work shall be completed within 120 working days.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the Total Cost.

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

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

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise, of EDCTA's Final Estimate of cost.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to EDCTA within FIVE (5) DAYS, not including Sundays and legal holidays, after the bidder has received notice from EDCTA that the Contract has been awarded, EDCTA may, at its option, determine that the bidder has abandoned the Contract, and 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 EDCTA.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that she/he has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the plans therein referred to; and she/he proposes, and agrees if this proposal is accepted, that she/he will contract with EDCTA 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 she/he will take in full payment therefore the following prices, as shown in the Bid Schedule.

EXPERIENCE QUALIFICATIONS

The bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to her/him, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

| Year | Type of Work | Contract Amount | Owner/Agency for Whom Work was Performed |
|-------|--------------|-----------------|--|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required.

| Quantity | Name, Type and Capacity | Condition | Location |
|----------|-------------------------|-----------|----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Bidders Signature: _____

(Same Signature as on Proposal)

Bidders Title: _____

Date: _____

Pursuant to Public Contract Code Section 4104, the Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of these special provisions.

LIST OF SUBCONTRACTORS

[illegible]

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder 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 SECTION 10232 STATEMENT

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

Note: The previous Statement and Questionnaire are part of the Proposal. Signing the 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.

To El Dorado County
Transit Authority (EDCTA)

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, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

**Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.**

SIGNATURE (PROPOSAL)

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$)," "CASHIERS CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE)

in the amount equal to at least ten percent 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 of 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 copartners 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 the Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on the 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 Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date _____

Sign _____



Here _____

Signature and Title of Bidder

Business Address: _____

Place of Business: _____

Business Phone: _____

E-mail: _____

**EL DORADO COUNTY TRANSIT AUTHORITY (EDCTA)
BIDDER'S BOND**

We, _____

_____ as Principal, and

_____ as Surety are bound unto EDCTA, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted to the **EDCTA**
Obligee, for _____

BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

for which bids are to be opened at **EDCTA**
6565 Commerce Way, on **August 8, 2025**
Diamond Springs, CA
(insert place where bids will be opened) (insert date of bid opening)

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____ 20 _____

Principal

Surety
by _____
Attorney-in-fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is ~~(are)~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DRAFT/EXAMPLE- DO NOT SIGN THIS DRAFT

**EL DORADO COUNTY TRANSIT AUTHORITY
CONTRACT AGREEMENT
with**

THIS AGREEMENT, made and entered into this _____, 2025 by and between the El Dorado County Transit Authority, hereinafter referred to as "El Dorado Transit" or "EDCTA", and _____, "CONTRACTOR".

WITNESSETH

CONTRACTOR and El Dorado Transit do mutually hereby agree as follows:

SECTION 1 - ORGANIZATION AND CONTENTS

| | |
|------------|---|
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| SECTION 22 | CONTRACTOR TO COMPLY WITH LABOR CODE § 1777.5 et seq. |
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| SECTION 25 | INCLUSIONS |

EXHIBIT "A" SCHEDULE OF PAYMENTS

SECTION 2 – CONTRACT DOCUMENTS

The complete contract ("CONTRACT") includes all of the CONTRACT DOCUMENTS, including this Agreement, Invitation to Bid, Non-collusion Declaration, Non-discrimination Clause, Non-

segregation Certification, Designation of Subcontractors, Experience Qualifications, Bid Bond, Bid, Instructions to Bidders, Cost Schedule, Contractor's Certificate of Workers' Compensation, Performance Bond, Payment Bond, Insurance Certificates, Abbreviations and Definitions, General Conditions, Specification Sections, Plans, Drawings, Specifications, Scope of Work, Addenda and Change Orders and all other documents contained in the Project Manual and all modifications and amendments to the above. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

SECTION 3 – THE WORK

Contractor shall perform everything required to be performed within the time set forth in Paragraph 6 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;
PROJECT NAME: BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2),
("PROJECT" or "WORK"), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

All of the Work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Drawings, Specifications, Scope of Work, and all other provisions of the Contract Documents. Contractor shall not be excused with respect to any failure to so comply with the Contract by any act or omission of EDCTA, EDCTA's consultant, agent, inspector, or representative of any of them.

The Project shall be furnished, performed and completed as required in the Drawings, Specifications, Scope of Work, and all other Contract Documents under the direction and supervision of and subject to the approval of EDCTA. EDCTA shall have the right to accept or reject materials or workmanship and to determine when Contractor has complied with the conditions of the Contract. The Building Inspector employed by EDCTA shall represent EDCTA.

SECTION 4 - CONTRACT AMOUNT

EDCTA shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of – \$ _____ (_____ dollars).

SECTION 5 – PAYMENTS

The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of EDCTA drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit "A." Payments shall be made for the portions of the Project as construction of the Project is completed, but the payment of progress payments by EDCTA shall not be construed as acceptance of the work done up to the time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.

SECTION 6 – TIME FOR COMPLETION

The Project shall be commenced within five (5) days of issuance by EDCTA of the Notice to

Proceed and shall be completed within one hundred and twenty (120) working days from the date of the Notice to Proceed.

SECTION 7 – LIQUIDATED DAMAGES

If the Work is not completed in accordance with Paragraph 5 above, the parties agree that EDCTA will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to EDCTA as fixed and liquidated damages, and not as a penalty, the sum of \$1,000.00 for each calendar day of delay until the Project is completed and accepted. This amount may be deducted from any payments due to or to become due to Contractor.

SECTION 8 – INTERPRETATION OF CONTRACT DOCUMENTS

Should any question arise concerning the intent or meaning of drawings or specifications, such question shall be submitted to EDCTA and its interpretation shall be final.

SECTION 9 – EXTRA OR ADDITIONAL WORK AND CHANGES

Should EDCTA at any time during the progress of the work request any alterations, deviations, additions, or omissions from the Contract specification or plans, it shall be at liberty to do so and the same shall in no way affect or make void the Contract, but the fair and reasonable value of such alterations, deviations, additions, or omissions will be added to or deducted from the amount of said Contract price as the case may be.

All change orders shall be signed by EDCTA. The value of any such extra work or changes shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and fixed fee.

SECTION 10 – PROSECUTION OF WORK

If in the opinion of EDCTA, Contractor neglects to prosecute the work properly or fails to perform any provisions of the Contract, after ten (10) days written notice to Contractor EDCTA may, without prejudice to any other remedy it may have, remedy any such deficiencies and may deduct the cost therefor from any payment then or thereafter due Contractor, provided that the parties have used proper documentation and negotiations for a fair and equitable resolution.

SECTION 11 – ASSIGNMENT OF THE CONTRACT

Assignment of the Contract or any part thereof shall be prohibited without the prior written consent of EDCTA.

SECTION 12 – INDEMNIFICATION

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by law, and in conjunction with section 5.53 of the General Conditions, Contractor shall defend, indemnify and save harmless EDCTA, including its officers, directors, agents, and employees, and each of them (“Indemnitees”), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys’ fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever for claims arising out of or in connection with Contractor’s

performance of this contract.

a. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, EDCTA, or any other Contractor and;

b. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence of fault or degree of fault of Indemnitees. Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code § 2782.

Contractor's obligation to defend and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates liability and determines that Contractor is not liable to the claimant. Contractor shall respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Contractor under and by virtue of the contract as shall reasonably be considered necessary by EDCTA, may be retained by EDCTA until disposition has been made of the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first. With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against EDCTA, its officers, employees, or agents (excluding agents who are design professionals). This Section 12 shall survive termination of this contract.

SECTION 13 – INSURANCE

Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by the Insurance Requirements for Contractors included with the Contract Documents bid package.

SECTION 14 – BONDS

Three (3) executed copies of this Agreement, Insurance Certificates, the Performance Bond, and the Payment Bond shall be provided by Contractor. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

SECTION 15 – CLAUSES INCLUDED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included.

SECTION 16 – ELIGIBLE CONTRACTORS

Contractor acknowledges that, pursuant to Public Contract Code § 6101, no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or

federal law respecting the employment of undocumented aliens. Contractor acknowledges that pursuant to Public Contract Code § 6101 no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract who has been found to have violated with intent to defraud a public agency while performing a public works project.

Contractor further acknowledges that, pursuant to Public Contract Code § 6109, Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Labor Code § 1777.1 or § 1777.7. The Labor Commissioner publishes a list of ineligible contractors and subcontractors and distributes the list to awarding bodies under Labor Code § 1777.1.

SECTION 17 – FAMILY SUPPORT ENFORCEMENT

Contractor acknowledges that pursuant to Public Contract Code § 7110 it shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Family Code Division 9, Part 5, Chapter 8 (commencing with § 5200). Contracts in excess of one hundred thousand dollars (\$100,000.00) require an acknowledgement by Contractor of the policy set forth in Public Contract Code § 7110 and Contractor further acknowledges that it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

SECTION 18 – PERFORMANCE DURING WORK HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of EDCTA.

SECTION 19 – LABOR CODE APPLICATION

As provided in Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that compensation for all hours worked in excess of eight (8) hours per day shall be compensated at not less than one and one-half (1½) times the basic rate of pay.

Contractor shall pay to EDCTA a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), unless compensation for the workers so employed by Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

SECTION 20 – PREVAILING WAGE RATES

Pursuant to the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at

§ 1810), Contractor shall pay the general prevailing rate of *per diem* wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations (“Director”). Contractor shall post a copy of such wage rates at the Site. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified.

SECTION 21 – FORFEITURE AND PAYMENTS FOR BREACH OF PREVAILING WAGE RATES

Pursuant to Labor Code § 1775, Contractor shall as a penalty to EDCTA, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of Contractor’s mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage, the previous record of Contractor in meeting its prevailing rate of *per diem* wage obligations, or Contractor’s willful failure to pay the correct prevailing rate of *per diem* wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by Contractor. *Per diem* wages are deemed to include those benefits set forth in Labor Code § 1773.1.

SECTION 22 – CONTRACTOR TO COMPLY WITH LABOR CODE § 1777.5 et seq.

It shall be Contractor’s responsibility to know and abide by the requirements of Labor Code §§ 1777.5 et seq. which include, but are not limited to, the requirement to hire apprentices on a public works project.

SECTION 23 – CONTRACTOR TO COMPLY WITH LABOR CODE § 1776

It shall be Contractor’s responsibility to know and abide by the requirements of Labor Code § 1776, which include, but are not limited to, the requirement to keep accurate payroll records that shall be available for inspection. In order to comply with Labor Code § 1776, the records must include: names, addresses, Social Security numbers, work classifications, straight time, overtime, and any *per diem*. In addition, the records must be verified by a declaration under penalty of perjury that the records are true and correct, and that the employer has complied with Labor Code §§ 1771, 1811 and 1815.

SECTION 24 – NON-DISCRIMINATION

During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or gender. Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4.1, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor

and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

SECTION 25 – INCLUSIONS

Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the contract.

THE COMPLETE CONTRACT AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT, EXISTS BETWEEN THE PARTIES. THIS CONTRACT CAN BE MODIFIED ONLY BY AN EXECUTED WRITTEN AGREEMENT APPROVED BY THE GOVERNING BOARD.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**EL DORADO COUNTY
TRANSIT AUTHORITY**

By: Brian James, Executive Director

CONTRACTOR

By: _____

CONTRACTOR's License No. _____

(CORPORATE SEAL of CONTRACTOR)

CONTRACT AGREEMENT

EXHIBIT “A”

SCHEDULE OF PAYMENTS

EDCTA shall make Payments for the Project Work in conformance with and subject to the terms and conditions for payments as set forth below and in the Construction Agreement, if applicable.

| | | |
|-----|-----|---|
| 40% | due | Date to be entered upon execution of Contract |
| 55% | due | Date to be entered upon execution of Contract |
| 5 % | due | 60 days after EDCTA’s acceptance and approval of final Project. |

Note: EDCTA shall withhold at least 5% of total labor and materials until final completion and acceptance of the Project. On the expiration of sixty (60) days after the recordation of the Notice of Completion all monies due and payable to Contractor shall be paid, subject to the provisions of Section 5 herein.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, EL DORADO COUNTY TRANSIT AUTHORITY, hereinafter designated as the "EDCTA", entered into a Contract dated _____, 2025, with _____, hereinafter designated as the "Contractor" for the work described as follows:

BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

WHEREAS, the said Contractor is required under terms of said Contract to furnish a bond for the faithful performance of said Contract;

WHEREAS, the Contract is by reference made a part hereof;

NOW, THEREFORE, we, _____ the undersigned Contractor, as Principal, and _____ (corporate surety), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto EDCTA in the penal sum of _____ dollars (\$ _____), lawful money of the United States, said sum being not less than one hundred (100) percent of the total Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and perform the covenants, conditions, and agreements in the said Contract and any alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless EDCTA, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect EDCTA from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

In the event suit is brought upon this bond by EDCTA and judgment is recovered, the Surety shall pay all costs incurred by EDCTA in such suit, including reasonable attorney's fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of _____, 2025.

(Seal)

By

(Contractor as Principal)

(Seal)

By _____

NOTE: If Contractor is Partnership, all parties must execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,
THAT, WHEREAS, EL DORADO COUNTY TRANSIT AUTHORITY, hereinafter designated as the "EDCTA", has awarded to _____, hereinafter designated as the "Contractor" a Contract for the work described as follows:

BUS PARKING LOT IMPROVEMENTS PROJECT #23-02 (2)

WHEREAS, the Contractor is required by the Contract and by the provisions of Division 4, Part 6, Title 3, Chapter 5 of the Civil Code to furnish a bond in connection with the Contract, as hereinafter set forth.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____ duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ in the sum of _____ dollars (\$ _____) said sum being not less than one hundred (100) percent of the total Contract amount payable by EDCTA, under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, if the Contractor, his or its heirs, executors, administrators, successors and assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any persons named in Civil Code Section 3181, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such work or labor as required by the provisions of Division 4, Part 6, Title 3, Chapter 5 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the court. This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2025.

(Seal)
(Seal)

By
By

(Contractor as Principal)

NOTE: If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

TO: Brian James, Executive Director
El Dorado County Transit Authority (EDCTA)

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

CONTRACTOR

By _____

(Business Address)

(Place of Residence)

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence for CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobile owned, leased or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Entity, its officers, officials, employees or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Entity, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Entity.
6. The general liability policies shall be endorsed with explosion, collapse, and damage to underground property coverages.

Acceptability for Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

Contractor shall furnish the Entity with original endorsements effecting coverage required by this clause. The Endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity. All endorsements are to be received and approved by the Entity before work commences. As an alternative to the Entity's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

| | | | | | | | | | |
|--|--|--|--|---|--|---|--|-------------|--|
| GENERAL LIABILITY SPECIAL ENDORSEMENT FOR EL DORADO COUNTY TRANSIT AUTHORITY (the "Entity") | | | | | | ENDORSEMENT NO: | | ISSUE DATE: | |
| PRODUCER Telephone _____ | | | | POLICY INFORMATION: Insurance Company: Policy No.: Policy Period : (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits <input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Per Claim | | | | | |
| NAMED INSURED | | | | APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the Entity are covered: ENTITY AGREEMENTS/PERMITS: | | | | | |
| TYPE OF INSURANCE | | | | | | OTHER PROVISIONS | | | |
| <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ <input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE <input type="checkbox"/> Occurrence | | | | | | | | | |
| COVERAGES | | | LIABILITY LIMIT IN THOUSANDS EACH OCCURRENCE AGGREGATE | | | CLAIMS: Underwriter's representative for _____ claims pursuant to this insurance Name: _____ Address _____ _____ Telephone _____ () _____ | | | |
| <input type="checkbox"/> GENERAL <input type="checkbox"/> PRODUCTS COMPLETED OPERATIONS <input type="checkbox"/> PERSONAL & ADVERTISING INJURY <input type="checkbox"/> FIRE DAMAGE | | | | | | | | | |
| In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. INSURED. The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insured with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Entity; or (b) products sold by the Named Insured to the Entity; or (c) premises leased by the Named Insured from the Entity, the insurance afforded by this policy shall be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits excepts after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, officials employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or (2) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001. | | | | | | | | | |
| Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached. | | | | | | | | | |
| ENDORSEMENT HOLDER | | | | | | | | | |

| SUBMIT IN DUPLICATE | | | |
|---|---|-----------------|-------------|
| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR EL DORADO COUNTY TRANSIT AUTHORITY (the "Entity") | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">ENDORSEMENT NO:</td> <td style="padding: 5px;">ISSUE DATE:</td> </tr> </table> | ENDORSEMENT NO: | ISSUE DATE: |
| ENDORSEMENT NO: | ISSUE DATE: | | |
| <p>PRODUCER</p> <hr/> <p>Telephone _____</p> | <p>POLICY INFORMATION:</p> <p>Insurance Company: _____</p> <p>Policy No.: _____</p> <p>Policy Period : (from) _____ (to) _____</p> | | |
| <p>NAMED INSURED</p> <hr/> <p>Address: _____ _____</p> <p>Telephone(_____) _____</p> | <p>OTHER PROVISIONS</p> <hr/> | | |
| <p>CLAIMS: Underwriter's representative for claims pursuant to this insurance</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Telephone(_____) _____</p> | <p>EMPLOYERS LIABILITY LIMITS</p> <p>\$ _____ (Each Accident)</p> <p>\$ _____ (Disease -Policy Limit)</p> <p>\$ _____ (Disease - Each Employee)</p> | | |
| <p>In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity. 2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.</p> <p>Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.</p> | | | |
| <p>ENDORSEMENT HOLDER</p> | | | |
| <p>ENTITY</p> <hr/> <p>El Dorado County Transit Authority 6565 Commerce Way Diamond Springs, CA 95619 Attn: Brian James, Executive Director</p> | <p>AUTHORIZED REPRESENTATIVE <input type="checkbox"/> Broker/Agent <input type="checkbox"/> Underwriter <input type="checkbox"/></p> <p>I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.</p> <p>Signature _____ (original signature required)</p> <p>Telephone: () Date Signed</p> | | |

| CERTIFICATE OF INSURANCE | | | | | ISSUE DATE (MM/DD/YY) | | | | | | | | | | | | | | | | | | | |
|--|---|----------------------|---|---|---------------------------------|----|--|------------------|----------------------|-------------------------|-------|-------|-------------------------|-------|-------|-------------------------|-------|-------|-------------------------|-------|-------|-------------------------|-------|-------|
| FOR EL DORADO COUNTY TRANSIT AUTHORITY (the "Entity") | | | | | | | | | | | | | | | | | | | | | | | | |
| PRODUCER | | | THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | | | | | | | | | | |
| INSURED | | | <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;"></th> <th style="width: 20%; text-align: center;">COMPANIES</th> <th style="width: 40%; text-align: center;">BEST'S RATING</th> </tr> <tr> <td>COMPANY LETTER A</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER B</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER C</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER D</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER E</td> <td>_____</td> <td>_____</td> </tr> </table> | | | | | COMPANIES | BEST'S RATING | COMPANY LETTER A | _____ | _____ | COMPANY LETTER B | _____ | _____ | COMPANY LETTER C | _____ | _____ | COMPANY LETTER D | _____ | _____ | COMPANY LETTER E | _____ | _____ |
| | COMPANIES | BEST'S RATING | | | | | | | | | | | | | | | | | | | | | | |
| COMPANY LETTER A | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | |
| COMPANY LETTER B | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | |
| COMPANY LETTER C | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | |
| COMPANY LETTER D | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | |
| COMPANY LETTER E | _____ | _____ | | | | | | | | | | | | | | | | | | | | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED TO MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | | | | | | | | | | | | | | | | |
| CO LET | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS | | | | | | | | | | | | | | | | | | | |
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER | | | | GENERAL AGGREGATE | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | PRODUCTS-COMP/OPS AGGREGATE | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | PERSONAL & ADVERTISING INJURY | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | FIRE DAMAGE (any one fire) | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | MEDICAL EXPENSE (Any on person) | \$ | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY | | | | COMBINED SINGLE LIMIT | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | BODILY INJURY (PER PERSON) | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | BODILY INJURY (PER ACCIDENT) | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | PROPERTY DAMAGE | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | AGGREGATE | \$ | | | | | | | | | | | | | | | | | | |
| | <input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | | | | STATUTORY | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | EACH ACCIDENT | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | | | | | |
| | | | | | DISEASE - EACH EMPLOYEE | \$ | | | | | | | | | | | | | | | | | | |
| | PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION | | | | AMOUNT OF INSURANCE | \$ | | | | | | | | | | | | | | | | | | |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS | | | | | | | | | | | | | | | | | | | | | | | | |
| THE FOLLOWING PROVISIONS APPLY: 1. None of the above-described policies will be canceled until 30 days' written notice has been given to the Entity at the address indicated below. 2. The Entity, its officials, officers, employees and volunteers are added as insured on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the Entity will apply in excess of and not contribute with, the insurance described above. 4. The Entity is named as loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the Entity. 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the Entity for injuries to employees of the insured resulting from work for the Entity or use of the Entity's premises or facilities. | | | | | | | | | | | | | | | | | | | | | | | | |
| CERTIFICATE HOLDER/ADDITIONAL INSURED (ENTITY) El Dorado County Transit Authority 6565 Commerce Way Diamond Springs, CA 95619 Attn: Brian James, Executive Director | | | | AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____ | | | | | | | | | | | | | | | | | | | | |

Insurer:
Policy No.:
Endorsement No.:

**ADDITIONAL INSURED
OWNERS, LESSEES OR CONTRACTORS (FORM B)**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

El Dorado County Transit Authority

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Entity.


Signature-Authorized Representative

Address

BUS PARKING LOT IMPROVEMENTS

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




Justin Thornber, P.E.
Dokken Engineering

4/30/2025
Date

SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

As used herein unless the context otherwise required, the following terms have the following meanings:

STATE STANDARD SPECIFICATIONS - The latest edition of the Standard Specifications of the State of California, Department of Transportation and all amendments to that edition.

STATE STANDARD PLANS - The latest edition of the Standard Plans of the State of California, Department of Transportation.

EDCTA – El Dorado County Transit Authority

OWNER – El Dorado County Transit Authority

DEPARTMENT – California Department of Transportation (CALTRANS)

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

1-1.01 GENERAL

The work embraced herein shall conform to the provisions in the latest edition of the State Standard Specifications, any amendments and the latest edition of the Standard Plans of the Department of Transportation insofar as the same may apply and these special provisions.

1-1.02 LANDS FOR WORK, RIGHT-OF-WAY

The site of work for the Bus Parking Lot Improvements lies within the property, rights-of-way and easements owned by EDCTA. The locations and limits of work are shown on the plans for this project.

1-1.03 COMMENCEMENT AND PROGRESS OF THE WORK AND TIME OF COMPLETION

The provisions in Section 8-1.06, “Time of Completion” of the State of California Department of Transportation Standard Specifications, and the Department of Transportation Working Day Calendar shall govern the Contract time and time of completion for this Contract. The term “working day” shall apply only to time of completion; all other references to days in the Standard Specifications and these provisions shall mean calendar days.

The Contractor shall diligently execute the work to completion within **One Hundred Twenty (120)** working days from the 1st working day as specified in Section 4. “Beginning of Work, Time of Completion, and Liquidated Damages” elsewhere in these special provisions.

1-1.04 LIQUIDATED DAMAGES

This fixed, agreed upon liquidated damage to be paid by the Contractor to EDCTA for such delays described herein shall be in the amount of **One Thousand dollars (\$1000.00)** per day if all Contract work is not completed within the **One Hundred Twenty (120)** working days from the 1st working day as specified in Section 4. “Beginning of Work, Time of Completion, and Liquidated Damages” elsewhere in these special provisions.

By submission of a bid by the Contractor to EDCTA to perform the work, the Contractor declares that he has considered the amount of said liquidated damages and that he has determined that the amount of such liquidated damages is fair and reasonable.

1-1.05 PERMITS AND LICENSES

The Contractor shall furnish a copy of a valid, current Business License to the Engineer prior to the commencement of work. Attention is directed to Section 7-1.01C, “Contractor’s Licensing Laws,” of the Standard Specifications. **The Contractor shall possess a valid Class “A” license from the State of California or a combination of classes C-10,** and all other classes required by the categories and types of work included in this contract at the time of the bid award, and the license(s) shall remain in effect throughout the term of the Contract.

The Contractor shall be responsible for obtaining permits and conforming to permit conditions as necessary to complete the Contract work.

1-1.06 PUBLIC CONVENIENCE

The Contractor shall conform to the provisions in Section 7-1.08 “Public Convenience,” of the Standard Specifications and these special provisions.

Contractor’s attention is directed to Section 10-1.06 Traffic Control Plan of these special provisions.

Notification

The Contractor shall coordinate their work schedule with EDCTA staff for work to be performed in the bus parking lot. Busses will be staged or parked off site when paving is scheduled.

SECTION 2 BIDDING

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 the bidder must observe in the preparation of the proposal form and the submission of the bid.

Each proposal shall include unit costs and Total Cost.

Bidders are required to specify a physical business street address to receive certified mail in accordance with the Proposal. EDCTA shall be notified in writing a minimum of ten (10) days in advance of any changes of address.

In addition to the subcontractors required to be listed in conformance with Section 2-1.06, "Required Listing of Proposed Subcontractor," of these Special Provision, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. The listing subcontractor shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the front of this book.

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

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 the bidder must observe in the preparation of the proposal form and the submission of the bid.

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

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

2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Section 2-1.054, "Required Listing of Proposed Subcontractors" of the Standard Specifications is amended in its entirety to read:

Each proposal shall have listed therein the name and address, Contractor's license classification and license number of each Subcontractor the bidder proposes to subcontract portions of the work in the amount in excess of \$5000, and designate portion and percentage of the work to be performed by the Subcontractor. The Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code is otherwise fully applicable to this Contract. The bidder's attention is directed 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.

2-1.03 PROPOSAL GUARANTY

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

2-1.04 NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code 7106, a Non-Collusion is included in the front of this book. Signing the proposal shall also constitute signature of the Non-Collusion Affidavit.

SECTION 3 CONTRACT AWARD AND EXECUTION

Section 3-1.01 of the Standard Specifications is amended to read:

3-1.01 AWARD OF CONTRACT

The right is reserved to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 30 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between EDCTA and the bidder concerned. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

3-1.02 CONTRACT BONDS

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Special Provisions. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by EDCTA and until all claims for materials and labor are paid and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to EDCTA's Attorney.

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

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

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

3-1.03 EXECUTION OF CONTRACT

Attention is directed to Section 3-1.03, "Execution of Contract," of the State Standard Specifications.

Accompanying EDCTA's Notice of Award sent to the successful bidder will be the Contract, in triplicate, which the successful bidder will be required to execute and return, together with the Performance and Payment bonds, and the required certificates and policies of insurance for the Contractor to EDCTA within five (5) days following receipt of such Notice of Award. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Bid Bond which shall be retained as liquidated damages, and it is agreed that the bond sum is a fair estimate of the amount

of damages that EDCTA will sustain by reason of such failure. EDCTA will promptly determine whether such Contract, Bonds and insurance are as required by the Contract Documents, and upon such determination will forward a fully executed copy of the Contract and a Notice to Proceed with the work to the successful bidder. Signature by both parties constitutes execution of the Contract.

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

4-1.01 GENERAL

The 1st working day is the earlier of (1) the 35th day after contract approval or (2) the day you start work other than the measurement of controlling field dimensions or the location of utilities.

Complete the work within One Hundred Twenty (120) working days.

The Contractor shall pay to El Dorado County Transit Agency the sum of \$1,000 each calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

4-1.02 CONSTRUCTION SCHEDULE

Daytime working hours shall be between the hours of [8:00 a.m. to 5:00 p.m.](#)

The contract time will be extended one (1) working day for each working day (Monday through Friday, excluding legal holidays) that the Contractor's operations are suspended due to weather condition. No time extensions will be allowed for weekends or holidays where the Contractor's operations are suspended due to weather condition, unless the Contractor's operations on the working day before and after the weekend or holiday are suspended due to weather condition. The Engineer has sole authority for determining time extensions pursuant to this section.

4-1.03 CONTRACTOR SUBMITTALS

The Contractor must comply with the following submittal requirements within [five \(5\)](#) calendar days of receipt of the Notice to Proceed:

The Contractor must submit a Construction Schedule for the Engineer's review and approval. If the initial Construction Schedule requires changes, the Contractor shall provide the Engineer with a revised schedule within twelve (12) calendar days of receipt of the Notice to Proceed. Subsequent schedules shall be updated and submitted to the Engineer at the weekly meetings. Contents of all schedules shall conform to Section 8-1.04 of the Standard Specifications.

No mobilization payments will be made until all of the above submittals have been reviewed and approved by the Engineer. For weekly schedule update submittals, the provisions regarding these submittals and progress payments shall be in accordance with Section 8-1.04, "Progress Schedule," of the Standard Specifications.

The Contractor shall allow a minimum of 20 Working Days for review of submittals. Each submittal shall be accompanied by a letter of transmittal. Payment for submittals shall be included in the Contract Unit Price or lumps sum Bid price for the various Bid items.

Approval of all submittals by the Engineer does not relieve the Contractor of its responsibility to perform the work in an acceptable manner and in accordance with the Plans, the Standard Specifications, and these special provisions.

4-1.04 PRE-CONSTRUCTION CONFERENCE AND WEEKLY MEETINGS

A pre-construction conference will be scheduled by the Resident Engineer after the project is awarded and prior to the issuance of the Notice to Proceed. The conference will be held at 6565 Commerce Way, Diamond Springs, CA 95619 to discuss important aspects of the project and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor shall bring all required schedules and documents to the conference.

The Contractor's representatives at this conference shall include all major superintendents for the work and may include major Subcontractors. At this conference, the Contractor shall submit in writing, signed by the officers of the corporation, if applicable, the names of two employees who will be the superintendents on the project. The second name serves as an alternate in the absence of the first designee. The superintendent shall be on the site at all times that work is in progress.

Weekly meetings will be held to discuss construction issues and scheduling. The Contractor's (or designee's) attendance is mandatory.

Full compensation for the required attendance shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

SECTION 5 GENERAL

5-1.01 RESPONSIBILITY TO OTHER ENTITIES

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person including, but not limited to, workers and the public or damage to property, and shall indemnify and save harmless any county, city or district, its officers and employees connected with the work, within the limits of which county, city or district the work is being performed, all in the same manner and to the same extent conforming to the provisions in Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications, for the protection of the State of California and all officers and employees thereof connected with the work.

5-1.02 HIGHWAY CONSTRUCTION EQUIPMENT

The first paragraph of Section 7-1.01D, "Vehicle Code," of the Standard Specifications shall not apply.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the following requirements of the Vehicle Code will apply: the lighting requirements in Section 25803; the brake requirements in Chapter 3, Division 12; the splash apron requirements in Section 27600; and, when operated on completed or existing treated base, surfacing, pavement or structures, except as otherwise provided in Section 7-1.02, "Load Limitations," of the Standard Specifications, the weight limitation requirements contained in Division 15.

5-1.03 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB).

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and EDCTA shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

5-1.04 EMISSIONS REDUCTION

Contract execution constitutes submittal of the following certification:

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the work and maintain compliance throughout the duration of this contract.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Imported borrow or aggregate material must come from a surface mine permitted under the Surface Mining and Reclamation Act of 1975 (SMARA), Pub Res Code § 2710, et seq., or from an exempt site.

The Department of Conservation, Office of Mine Reclamation maintains a list of permitted mine sites. For the list of permitted sites, go to:

http://www.conservation.ca.gov/omr/ab_3098_list

If you import borrow or aggregate material from a surface mine not on this list, submit proof the mine is exempt from SMARA.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. (BLANK)

SECTION 9. (BLANK)

SECTION 10. CONSTRUCTION DETAILS

10-1 GENERAL

10-1.01 ORDER OF WORK

Summary

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

The Contractor is responsible for determining the location of all existing utilities and protecting and repairing damage to existing utilities. The Contractor shall contact Underground Service Alert (811/800-227-2600) two working days prior to work commencement.

Contractor shall submit a stage construction plan and gain approval from the resident engineer prior to starting work. Contractor shall coordinate construction activities and traffic circulation with EDCTA operations to minimize disruptions to bus service. Contractor shall install all conduit runs and conductors within the paved area prior to placing final asphalt lift and paving mat.

10-1.02 JOB SITE MANAGEMENT/WATER POLLUTION CONTROL GENERAL

Summary

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

The contractor shall control material pollution and manage waste and non-storm water at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents under these special provisions, refer to the Department's Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Department's Construction Storm Water and Water Pollution Control web site at:

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

Definitions

BMP Manual: The Department's Construction Site Best Management Practices (BMP) Manual.

Dewatering Guide: The Department's Field Guide to Construction Site Dewatering.

Minor spills: Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.

Preparation Manual: The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

Semi-significant spills: Spills that can be controlled by a first responder with help from other personnel.

Significant or hazardous spills: Spills that cannot be controlled by construction personnel.

Submittals

Submit the following:

1. Material Safety Data Sheet (MSDS) at least 5 days before material is used or stored
2. Inventory records for material used or stored
3. Storm water training:
 - 3.1. Include training dates and subject for employees and subcontractors with SWPPP or WPCP. Include dates and subject for ongoing training, including tailgate meetings.
 - 3.2. Employee training records:
 - 3.2.1. Within 5 days of SWPPP or WPCP approval for existing employees
 - 3.2.2. Within 5 days of training for new employees
 - 3.2.3. At least 5 days before subcontractors begin work for subcontractor's employees
4. Manifest forms for hazardous waste disposal within 5 days of transport and disposal
5. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

Quality Control and Assurance

Train all employees and subcontractors in these subjects:

1. Material pollution prevention and control
2. Waste management
3. Non-storm water management
4. Identifying and handling hazardous substances
5. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Training must take place before starting work on this job. New employees must receive the complete training before starting work on this job. Conduct weekly meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

MATERIALS

Not used.

CONSTRUCTION

Spill Prevention and Control

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills: Clean up minor spills using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption
3. Clean contaminated area
4. Dispose of contaminated material promptly and properly

Semi-significant Spills: Clean up semi-significant spills immediately using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption where the spill occurs on paved or an impermeable surface
3. Contain the spill with an earthen dike and dig up contaminated soil for disposal where the spill occurs on soil
4. When the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of contaminated material promptly and properly

Significant or Hazardous Spills: Immediately notify qualified personnel of significant or hazardous spills. Take these steps:

1. Construction personnel must not attempt to cleanup the spill until qualified staff have arrived
2. Notify the Engineer and follow up with a written report
3. Obtain the services of a spills contractor or hazardous material team immediately
4. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the job site
5. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
7. Notify other agencies as appropriate, including:
 - 7.1. Fire Department
 - 7.2. Public Works Department
 - 7.3. Coast Guard
 - 7.4. Highway Patrol
 - 7.5. County Sheriff Department
 - 7.6. Department of Toxic Substances

- 7.7. California Division of Oil and Gas
- 7.8. Cal OSHA
- 7.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC (Water Pollution Control) manager. WPC manager must notify the Engineer immediately. WPC manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Spills must not be buried or washed with water.

Keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

Material Management

General

Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

Implement the practices described in this section while taking delivery of, using, or storing these materials:

1. Hazardous chemicals including:
 - 1.1. Acids
 - 1.2. Lime
 - 1.3. Glues
 - 1.4. Adhesives
 - 1.5. Paints
 - 1.6. Solvents
 - 1.7. Curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum products including:
 - 6.1. Fuel
 - 6.2. Oil
 - 6.3. Grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during unloading of hazardous materials or chemicals.

If practical, use less hazardous products.

Material Storage

Use these storage procedures:

1. Store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Throughout the rainy season, cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original product labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facility must have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Throughout the rainy season, protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

Stockpile Management

Implement practices described in this section for managing stockpiles:

1. During the rainy season
2. During the non-rainy season when the National Weather Service predicts precipitation with a probability of at least 30 percent

Use these stockpile management procedures:

1. Reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood.

2. Locate stockpiles:

- 2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, or inlets unless approved
- 2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless approved

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface
2. Covered with impermeable material
3. Protected from run-on and runoff

If you discontinue adding or removing material for up to 21 days the stockpile is considered still active during that period.

Control wind erosion during the non-rainy season and dry weather under Section 10, "Dust Control".

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove sediment.

Waste Management

Solid Waste

Do not allow litter or debris to accumulate anywhere on the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. WPC manager must monitor solid waste storage and disposal procedures on the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way."

Furnish enough closed-lid dumpsters of sufficient size to contain the solid waste generated by work activities. When refuse reaches the fill line, empty dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job site. Furnish additional containers and more frequent pickup during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles in the job site and locations where workers gather for lunch and breaks.

Hazardous Waste

Use hazardous waste management practices if waste is generated on the job site from these substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

WPC manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by the Environmental Laboratory Accreditation Program (ELAP) under the California Department of Public Health (CDPH) to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these special provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous wastes. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, or storm drain systems. Handle and dispose of these as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of these as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste.

WPC manager must inspect these daily:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

Sanitary and Septic Waste

Do not bury or discharge wastewater from sanitary or septic systems within Department right of way. WPC manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourse, and flow lines.

Obtain written approval from local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

Liquid Waste

Use practices to prevent job site liquid waste from entering storm drain systems or watercourses. Liquid wastes include the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-storm water liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.

Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" unless the Engineer authorizes another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right of way.

If an approved location is available within the job site, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these special provisions.

Non-Storm Water Management

Water Control and Conservation

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything on the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas: do not wash with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

Vehicle and Equipment Cleaning

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment must be cleaned or washed in an outside area:

1. Paved with AC, HMA, or portland cement concrete
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water
4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

When washing vehicles or equipment with water, use as little water as possible. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.

WPC manger must inspect vehicle and equipment cleaning facilities:

1. Daily when vehicle and equipment cleaning occurs daily
2. Weekly when vehicle and equipment cleaning does not occur daily

Vehicle and Equipment Fueling and Maintenance

If practicable, perform maintenance on vehicles and equipment off the job site.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done on the job site, areas for these activities must be:

1. On level ground
2. Protected from storm water run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

WPC manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily
2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

WPC manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

WPC manager must inspect demolition sites within 50 feet of storm water systems or watercourses daily.

Paving, Sealing, Sawcutting, and Grinding Activities

Prevent these materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities when precipitation is predicted during application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry from sawcutting activities immediately after slurry is produced. Do not allow slurry to run onto lanes open to public traffic or off the pavement.

Collect residue from portland cement concrete grinding activities with a vacuum attachment on the grinding machine. Do not leave residue on pavement or allow residue to flow across pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these special provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

Sweeping

Sweeping must be done using hand or mechanical methods such as vacuuming.

Sweeping must be done:

1. At the end of each work shift
2. When the National Weather Service predicts precipitation with a probability of at least 30 percent
3. On paved roads at job site entrance and exit locations
4. On paved areas within the job site that flow to storm drains or water bodies

You may stockpile collected material at the job site. Dispose of collected material at least once per week. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas.

Sediment collected from the roadway during sweeping may be disposed of within the job site. Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way".

MEASUREMENT AND PAYMENT

The contract lump sum price paid for Job Site Management/Water Pollution Control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

10-1.03 TEMPORARY DRAINAGE INLET PROTECTION GENERAL

Summary

This work includes constructing, maintaining, and removing temporary drainage inlet protection. Drainage inlet protection settles and filters sediment before stormwater runoff discharges into storm drainage systems.

The WPCP must describe and include the use of temporary drainage inlet protection as a water pollution control practice for sediment control.

Provide temporary drainage inlet protection to meet the changing conditions around the drainage inlet. Temporary drainage inlet protection must be:

1. Appropriate type to meet the conditions around the drainage inlet
2. Type 3B

MATERIALS

Gravel-filled Bags

Gravel-filled bags must:

1. Be made from fabric.
2. Have inside dimensions from 24 to 32 inches in length, and from 16 to 20 inches in width.
3. Have the opening bound to retain the gravel. The opening must be sewn with yarn, bound with wire, or secured with a closure device.
4. Weigh from 30 to 50 pounds when filled with gravel.

Gravel for gravel-filled bags must be:

1. From 3/8 to 3/4 inch in diameter
2. Clean and free from clay balls, organic matter, and other deleterious materials

CONSTRUCTION

For drainage inlet protection at drainage inlets in paved and unpaved areas:

1. Prevent ponded runoff from encroaching on the traveled way or overtopping the curb or dike. Use linear sediment barriers to redirect runoff and control ponding.
2. Clear the area around each drainage inlet of obstructions including rocks, clods, and debris greater than one inch in diameter before installing the drainage inlet protection.
3. Install a linear sediment barrier up-slope of the existing drainage inlet and parallel with the curb, dike, or flow line to prevent sediment from entering the drainage inlet.

Gravel Bag Berm

If gravel bag berm is used as a linear sediment barrier:

1. Place gravel-filled bags end-to-end to eliminate gaps
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row

Gravel bag berms are used for Type 3A and Type 3B:

1. Place gravel-filled bags end-to-end to eliminate gaps
2. Stack bags in a way that the bags in the top row overlap the joints in the lower row
3. Arrange bags to create a spillway by removing one or more gravel-filled bags from the upper layer

MAINTENANCE

Maintain temporary drainage inlet protection to provide sediment holding capacity and to reduce runoff velocities.

Remove sediment deposits, trash, and debris from temporary drainage inlet protection as needed or when directed by the Engineer. If removed sediment is deposited within project limits,

it must be stabilized and not subject to erosion by wind or water. Trash and debris must be removed and disposed of as specified in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Maintain temporary drainage inlet protection by removing sediment from:

1. Behind flexible sediment barriers when sediment exceeds 1 inch in depth
2. Surface of the erosion control blanket when sediment exceeds 1 inch in depth

If geosynthetic fabric becomes split, torn, or unraveled, repair or replace foam barriers.

For sediment filter bags without metal frames, empty by placing one inch steel reinforcing bars through the lifting loops and then lift the filled bag from the drainage inlet. For sediment filter bags with metal frames, empty by lifting the metal frame from the drainage inlet. Rinse before replacing in the drainage inlet. When rinsing the sediment filter bags, do not allow the rinse water to enter a drain inlet or waterway.

Repair temporary drainage inlet protection within 24 hours of discovering damage unless the Engineer approves a longer period.

If your vehicles, equipment, or activities disturb or displace temporary drainage inlet protection, repair temporary drainage inlet protection at your expense.

EDCTA does not pay maintenance costs for cleanup, repair, removal, disposal, or replacement due to improper installation or your negligence.

REMOVAL

When the Engineer determines that the temporary drainage inlet protection is not required, it must be removed and disposed of under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary drainage inlet protection must be backfilled and repaired under Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The contract unit price paid per each for Temporary Drainage Inlet protection includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the Temporary Drainage Inlet Protection, complete in place, including removal of materials, cleanup and disposal of retained sediment and debris, and backfilling and repairing holes, depressions and other ground disturbance, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.04 EXISTING HIGHWAY FACILITIES

Summary

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.

REMOVE CONCRETE

Concrete, where shown on the demolition plans to be removed, shall be removed.

MEASUREMENT AND PAYMENT

Remove concrete curb will be measured by the linear foot as shown on the demolition plan sheet and measured along the curb before removal operations.

Remove concrete curb ramp will be measured by square foot of concrete removed as shown on the demolition plan sheets.

Remove concrete valley gutter will be measured by square foot of concrete removed as shown on the demolition plan sheets.

The contract unit price paid for concrete removal shall include all labor, materials, tools, equipment, disposal, and incidentals, and for doing all the work involved as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

RELOCATE SHED

Existing sheds shown shall be relocated to the new locations shown on the plans.

Existing sheds to be temporarily relocated shall be placed in an interim location with the approval of the Engineer prior to starting paving operations.

Care shall be taken in moving sheds so that they are not to be damaged. Sheds shall be supported in their new location in the same manner as before relocation or to the satisfaction of the engineer. If contents of the shed must be removed before relocation the shed, contents will be carefully removed and protected and replaced to the same layout or as specified by the engineer.

MEASUREMENT AND PAYMENT

The contract unit price paid per each for Relocate Shed includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating the shed, complete in place, including removal of contents and replacement, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per each for Temporary Relocate Shed includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporarily relocating the shed during paving operations, returning the shed to its original location, complete in place, including removal of contents and replacement, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

RECONSTRUCT CHAIN LINK FENCE

Existing portion of existing chain link fence shall be reconstructed as shown on the plans.

Contractor shall coordinate limits of chain link fence reconstruction prior to removing existing posts, concrete footing, and fence mesh. Contractor shall reconstruct the damaged portion of the existing chain link fence (in kind) including the foundation, posts, mesh, hardware, and barbed wire. Reconstruct Chain Link Fence with barbed wire per Caltrans Standard Plan A84A.

MEASUREMENT AND PAYMENT

The contract unit price paid per linear foot for Reconstruct Chain Link Fence includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reconstructing chain link fence, complete in place, including removal and replacement, foundations, posts, mesh, hardware, and barbed wire as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

COLD PLANE ASPHALT CONCRETE PAVEMENT

GENERAL

Summary

This work includes cold planing existing asphalt concrete pavement.

Sequencing and Scheduling

Schedule cold planing activities so that not more than 5 days elapses between the time the pavement is cold planed and the HMA is placed.

MATERIALS

HMA for temporary tapers must be of the same quality as the HMA used elsewhere on the project.

CONSTRUCTION

General

Perform planing of asphalt concrete pavement without the use of a heating device to soften the pavement.

Cold Planing Equipment

Cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the only available cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane until the Engineer approves your request.
2. Equipped with automatic controls to control the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and 1 piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation.

4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. The transverse slope of the planed surface must not vary more than 0.03 foot from the straightedge when placed at right angles to the centerline.

Disposal of Planed Material

Remove cold planed material concurrent with planing activities, within 50 feet of the planer or as ordered.

Dispose of planed material and under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The contract price paid per square yard for Cold Plane Asphalt Concrete Pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including constructing, maintaining, removing temporary HMA tapers if applicable, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

10-1.05 EARTHWORK

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

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

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

Comply with Section 19-7 "Borrow Material" for obtaining Imported Borrow material. Material produced from trench excavation that is suitable for imported borrow can be used to supplement offsite imported material.

10-1.06 HOT MIX ASPHALT

GENERAL

Summary

This work includes producing and placing hot mix asphalt (HMA) Type A using the Standard process as shown on the plans.

Comply with Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

MATERIALS

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be 64-16.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price paid per ton for Hot Mix Asphalt shall include full compensation to supply all labor, materials, tools, equipment, incidentals, asphalt binder, and for doing all work involved in placing the HMA, as shown on the plans, as specified in the Standard Specifications, and these special provisions and as directed by the Engineer.

10-1.07 AGGREGATE BASE

GENERAL

Summary

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate base must be Class 2 unless written approval is given by the resident engineer.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price paid per cubic yard for Aggregate Base shall include full compensation to supply all labor, materials, tools, equipment, incidentals, and for doing all work involved in placing the aggregate base, as shown on the plans, as specified in the Standard Specifications, and these special provisions and as directed by the Engineer.

10-1.08 PAVING MAT

GENERAL

Summary

Paving mat shall comply with Section 96, "Geosynthetics" of the Standard Specifications and these special provisions.

Contractor to place paving mat prior to placing final 2" lift of Hot Mix Asphalt (Type A).

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price paid per square yard for Paving Mat shall include full compensation to supply all labor, materials, tools, equipment, incidentals, and for doing all work involved in placing the paving mat, as shown on the plans, as specified in the Standard Specifications, and these special provisions and as directed by the Engineer.

10-1.09 MINOR CONCRETE

GENERAL

Summary

This work includes producing, forming, and placing minor concrete for curbs and the valley gutter reconstruction as shown on the plans.

Placement of minor concrete shall conform to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications.

Minor Concrete (Curb) "A1-6" to be constructed per Caltrans Standard plan A87A. Top of curb and flowline to match existing curb at conforms. Contractor to maintain existing flow patterns and provide positive drainage along proposed curb lines.

Minor Concrete (Valley Gutter) to be constructed per detail on the plans and shall conform to the existing elevations and flowline of the existing valley gutter.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

Minor Concrete (Curb) is measured by the linear foot of curb placed.

Minor Concrete (Valley Gutter) is measured by the square foot of valley gutter placed.

The contract unit price for Minor Concrete includes full compensation for furnishing all labor, materials, tools, equipment, form work, incidentals, and for doing all the work involved in constructing minor concrete as shown on the plans, as specified in the Standard Specifications, and these special provisions and as directed by the Engineer.

10-1.10 REINFORCED CONCRETE

GENERAL

Summary

This work includes producing, forming, and placing concrete and reinforcing bars for equipment pads as shown on the plans.

Reinforcing Bars shall be ASTM A615/A615M, Grade 60 (Grade 420), deformed. Comply with CRSI's "Manual of Standard Practice" for fabrication, placing and supporting reinforcement. Provide concrete coverage in accordance with ACI 318 (ACI 318M). Set wire ties with ends directed into concrete, not toward exposed concrete surfaces. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price paid per cubic yard for reinforced concrete includes full compensation for furnishing all labor, materials, tools, equipment, form work, mounting templates, conduit penetrations, wire ties, reinforcement supports, and incidentals, and for doing all the work involved in constructing reinforced concrete as shown on the plans, as specified in the Standard Specifications, and these special provisions and as directed by the Engineer.

10-1.11 PARKING BUMPER

GENERAL

Summary

Parking bumpers shall be furnished and installed at the locations and in the manner shown on the plans.

Parking bumpers shall be precast with concrete and reinforcing steel as shown on the plans. Concrete shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications. Concrete shall contain not less than 472 pounds of cementitious material per cubic yard. Parking bumpers may be commercially available precast concrete bumpers conforming to the details shown on the plans. Minor variations in cross section dimensions will be acceptable in commercially available units.

Dowels shall be commercial quality reinforcing steel or mild steel rods.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price of each for Parking Bumper (precast concrete) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in acquiring and installing precast concrete parking bumpers, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

10-1.12 FIXED BOLLARD

GENERAL

Summary

Fixed Bollards shall be 4" diameter and 3'-0" tall standard galvanized pipe and concrete filled bollard per Civil Details of the plans.

Fixed Bollards are to be set in holes which shall have been formed or drilled as shown on the plans or as directed by the Engineer. After the bollards have been set in place and properly supported to hold them in line and grade, the remaining space shall be filled with concrete as specified in the project plans.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price paid of each for Fixed Bollard shall include the full compensation for furnishing all labor, materials, tools, equipment, foundations, incidentals, and touch-ups, for acquiring and installing the bollard complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.13 THERMOPLASTIC TRAFFIC STRIPE

GENERAL

Summary

Thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

The Contractor shall submit the following to the Engineer for each traffic stripe type:

1. Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications
2. Department's Materials Engineering and Testing Services notification letter stating that the material is approved for use
3. Material Safety Data Sheet

Thermoplastic traffic stripe shall be retroreflective and shall conform to the requirements in State Specification No. PTH-02ALKYD.

SUBMITTALS

Submit to the Engineer per Section 5-1.23B, "Action Submittals" under Control of Work in the Standard Specifications, the manufacturer's or supplier's certification that the materials are in compliance with the Standard Specifications, the Plans, and these Special Provisions.

MEASUREMENT AND PAYMENT

The contract unit price paid per linear foot for Thermoplastic Traffic Stripe shall include full compensation to supply all labor, materials, tools, equipment, incidentals, layout, and for doing all work involved in placing the striping, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

PROJECT MANUAL