# NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Truckee Tahoe Airport District ("District") invites and will receive sealed Bids up to but not later than **1:00 p.m. on Thursday, July 2, 2020** at the office of the District Clerk, located at 10356 Truckee Airport Rd., Truckee, CA 96161, for the furnishing to District of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for Airport Road Sidewalk Project (the "Project"). At said time, Bids will be publicly opened and read aloud at the District Office. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The work to be performed for this project consists of all labor, material, tools, equipment and incidentals necessary to construct a pedestrian sidewalk from the corner of Airport Road and Highway 267 to the existing sidewalk and restore native vegetation behind the sidewalk.

Bids must be submitted on the District's Bid Forms. Bidders may obtain a copy of the Contract from CIP List.com. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, the District shall provide an electronic copy of the Contract at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on CIP List.com. It is the responsibility of each prospective bidder to check CIP List.com on a daily basis through the close of bids for any applicable addenda or updates. The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on CIP List.com may change without notice to prospective bidders. The Contract shall supersede any information posted or transmitted by CIP List.com.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to Truckee Tahoe Airport District as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the District provides the successful bidder the Notice of Award, the successful Bidder will enter into a Contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with District.

A mandatory Pre-Bid Conference is scheduled for June 23, 2020 at 10:00 a.m. to review the Project's existing conditions at the Truckee Tahoe Airport (meet outside of the Administration Building in order to maintain social distance). Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the Contract.

Pursuant to Labor Code Section 1773, District has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Placer County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this Contract. A copy of these prevailing wage rates may be obtained via the internet at: <u>www.dir.ca.gov/dlsr/</u>

The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted, nor any Contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this Contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class A General Engineering License.

Substitution requests shall be made within 35 calendar days after the award of the Contract. Pursuant to Public Contract Code Section 3400(b), the District may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

District shall award the Contract for the Project to the lowest responsive, responsible Bidder as determined by the District from the Base Bid alone. District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Peter Beaupre, Construction Manager, at 530-401-6085, or at peter@pbd-inc.com.

# END OF NOTICE INVITING BIDS

# **INSTRUCTIONS TO BIDDERS**

#### SECURING DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract documents may be obtained from CIP List.com. Prospective bidders are encouraged to telephone in advance to determine the availability of the Contract. Any charge for the Contract is stated in the Notice Inviting Bids.

The District may also make the Contract available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract at a plan room must contact the District to obtain the required Contract if they decide to submit a bid for the Project.

Any Addenda will be posted on CIP List.com. Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the Contract.

#### EXAMINATION OF SITE AND CONTRACT

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the Contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any Contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

# INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed Contract documents may submit to the Engineer of the District a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed Contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The District will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the District.

# PRE-BID CONFERENCE

A mandatory Pre-Bid Conference is scheduled for June 23, 2020 at 10:00 a.m. to review the Project's existing conditions at the Truckee Tahoe Airport (meet outside of the Administration Building in order to maintain social distance). Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

#### ADDENDA

The District reserves the right to revise the Contract prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the District shall be included in the Bid and made part of the Contract. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the District will extend the deadline for submission of Bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide District a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the District to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

# ALTERNATE BIDS

If alternate bid items are called for in the Contract, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

#### **COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL, OR A TYPEWRITER IS REQUIRED. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

# MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

#### SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said Contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

#### LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

# **BID GUARANTEE (BOND)**

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to Truckee Tahoe Airport District; or (c) a Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to Truckee Tahoe Airport District as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the District provides the successful bidder the Notice of Award, the successful bidder will enter into a Contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and District may enter into a Contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the District. District will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the Contract.

# NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

#### BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The District reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the Contract.

#### WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the District the following certificate prior to performing the work under this Contract:

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

The form of such Workers' Compensation Certificate is included as part of this document.

# SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

# SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the District before the time and day set for the receipt of bids. The envelope shall bear the title

of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the District as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of	(Bidder's Name)
for the	Airport Road Sidewalk Project

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. District may reject any bid not strictly complying with District's designated methods for delivery.

# OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

The name and business location of the bidder.

The nature and amount of the bid security furnished by bidder.

The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The District may, in its sole discretion, elect to postpone the opening of the submitted Bids. The District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

#### WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to District within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq.*, or as otherwise may be allowed with the consent of the District.

# BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work

unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

# SUBSTITUTION OF SECURITY

The Contract call for monthly progress payments based upon the percentage of the Work completed. The District will retain a percentage of each progress payment as provided by the Contract. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

#### PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

# DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the Contract.

# PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of District, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to District within ten (10) working days from the date the District provides the successful bidder with the Notice of Award.

# SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract.

#### PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees contr

#### FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the District Clerk. In order for a Bidder's protest to be considered valid, the protest must:

Be filed in writing within five (5) calendar days after the bid opening date;

Clearly identify the specific irregularity or accusation;

Clearly identify the specific District staff determination or recommendation being protested;

Specify in detail the grounds for protest and the facts supporting the protest; and

Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the District may reject the protest without further review.

If the protest is timely and complies with the above requirements, the District Clerk, or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The District Clerk will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

#### BASIS OF AWARD; BALANCED BID

The District shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price.

The District may reject any Bid which, in its opinion when compared to other Bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

# AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Council may award the Contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

# **EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

# QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to Peter Beaupre, Construction Manager, at 530-401-6085 or email at peter@pbd-inc.com. No other members of the District's staff or District Council should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

#### **BID FORMS**

#### 1.1 <u>Bid</u>.

Bids will be received at 10356 Truckee Airport Rd., Truckee, CA 96161, until **1:00 p.m. on** Thursday, July 2, 2020.

#### NAME OF BIDDER:

Truckee Tahoe Airport District 10356 Truckee Airport Rd. Truckee, CA 96161

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any for the following Project:

#### Airport Road Sidewalk Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract:

Addenda No.

- 1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
- 2. Attached is the completed Designation of Subcontractors form.
- 3. Attached is the fully executed Noncollusion Declaration form.
- 4. Attached is the completed Bidder Information and Experience form.

# **BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1.	Mobilization / Demobilization (Max. 5% of all other items)	LS	1		
2.	Traffic Controls	LS	1		
3.	Temporary Erosion Controls	LS	1		
4.	Site Preparation	LS	1		
5.	Site Grading	LS	1		
6.	AC Paving and Base	SF	1,602		
7.	PCC Sidewalk	SF	1,903		
8.	Type A1 Curb and Gutter	LF	263		
9.	Snow Pole and Sleeve	EA	3		
10.	Saddle Drain Inlet	EA	1		
11.	Adjust Sewer Cleanout to Grade	EA	2		
12.	Adjust SSMH to Grade	EA	2		
13.	Site Restoration and Revegetation	LS	1		
14.	Signage/Striping	LS	1		
				Total	

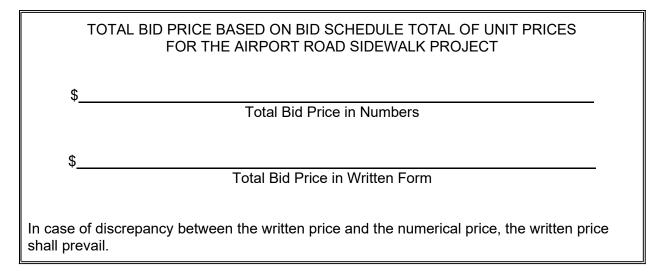
The costs for any Work shown or required in the Contract, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" 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.

For purposes of evaluating Bids, the District will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the District makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

# TOTAL BID PRICE:



The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

The successful bidder hereby agrees to sign the Contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

Upon receipt of the signed Contract and other required documents, the Contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the Contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such Contract no less than the prevailing wage rate within Placer County for each craft, classification, or type of worker needed to complete the Work contemplated by this Contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. \_\_\_\_\_\_ from the \_\_\_\_\_\_Bank in the amount of \_\_\_\_\_\_, which is not less than ten percent (10%) of this bid, payable to Truckee Tahoe Airport District as bid security and which is given as a guarantee that the undersigned will enter into a Contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said Contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Truckee Tahoe Airport District.

Bidder is an individual \_\_\_\_\_, or corporation \_\_\_\_\_, or partnership \_\_\_\_\_, organized under the laws of the State of \_\_\_\_\_.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

If the Bidder is a joint venture, <u>each</u> member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the Contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at	, on t	his	_day of,
		(Bidd	ers Name – Print or Type)
(Corporate Seal)		(Nam	e and Title)
		(Sign	ature)
Names of individual members of firm or addresses are listed below:	names a	and title	s of all officers of corporation and their
Name	Title		
Complete Address			
Phone	F	=AX	
Name	Title		
Complete Address			
Phone	F	FAX	
Name	Title		
Complete Address			
Phone			
Name	Title		
Complete Address			
Phone	F	AX	

#### 1.2 Bid Bond

# [Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, \_\_\_\_\_\_, as Principal, and \_\_\_\_\_\_, as Surety and are held and firmly bound unto the Truckee Tahoe Airport District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_\_, 20 \_\_\_\_\_, for the Airport Road Sidewalk Project.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal

By\_\_\_\_\_

Title

(Corporate Seal)

Surety

By \_\_\_\_\_ Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_\_

Notary Ackr	nowledgment
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	cate the the
STATE OF CALIFORNIA COUNTY OF	
On, 20, before me,	
appeared	, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are su me that he/she/they executed the same in his/her/t	ubscribed to the within instrument and acknowledged to heir authorized capacity(ies), and that by his/her/their ntity upon behalf of which the person(s) acted, executed
I certify under PENALTY OF PERJURY under the law is true and correct.	s of the State of California that the foregoing paragraph
W	ITNESS my hand and official seal.
Signature of Notary Public	
OPT	IONAL
Though the information below is not required by law, it and could prevent fraudulent removal and re	t may prove valuable to persons relying on the document eattachment of this form to another document.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<ul> <li>□ Individual</li> <li>□ Corporate Officer</li> </ul>	
Title(s)	Title or Type of Document
□ Partner(s) □ Limited □ General □ Attorney-In-Fact	Number of Pages
<ul> <li>Trustee(s)</li> <li>Guardian/Conservator</li> <li>Other:</li> <li>Signer is representing: Name Of Person(s) Or Entity(ies)</li> </ul>	Date of Document
	Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Ackn	owledgment
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	ate the the
STATE OF CALIFORNIA COUNTY OF	
On, 20, before me,	, Notary Public, personally
appeared	, who proved to me on the basis of satisfactory
me that he/she/they executed the same in his/her/th	bscribed to the within instrument and acknowledged to heir authorized capacity(ies), and that by his/her/their tity upon behalf of which the person(s) acted, executed
I certify under PENALTY OF PERJURY under the laws is true and correct.	s of the State of California that the foregoing paragraph
WI	TNESS my hand and official seal.
Signature of Notary Public	
OPTI	ONAL
	may prove valuable to persons relying on the document attachment of this form to another document.
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<ul> <li>Individual</li> <li>Corporate Officer</li> </ul>	· 
Title(s)	Title or Type of Document
□ Partner(s) □ Limited □ General	Number of Pages
□ Attorney-In-Fact	
□ Trustee(s) □ Guardian/Conservator	Date of Document
<ul> <li>Other:</li> <li>Signer is representing:</li> <li>Name Of Person(s) Or Entity(ies)</li> </ul>	
	Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

#### END OF BID BOND

# 1.3 <u>List of Subcontractors</u>

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
(Attach additional sheets if necessary)					
Name of Bidder					
Signature					
Name and Title					

#### 1.4 <u>Bidder Information and Experience Form</u>

#### INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

- **NOTE**: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.
  - 1.0
     Name of Bidder:

     2.0
     Type, if Entity:
  - 3.0 Bidder Address:

Facsimile Number

Telephone Number

Email Address

- 4.0 How many years has Bidder's organization been in business as a Contractor?
- 5.0 How many years has Bidder's organization been in business under its present name?
  - 5.1 Under what other or former names has Bidder's organization operated?
- 6.0 If Bidder's organization is a corporation, answer the following:
  - 6.1 Date of Incorporation:
    6.2 State of Incorporation:
    6.3 President's Name:
    6.4 Vice-President's Name(s):
    6.5 Secretary's Name:
    6.6 Treasurer's Name:

- 7.0 If an individual or a partnership, answer the following:
  - 7.1 Date of Organization:
  - 7.2 Name and address of all partners (state whether general or limited partnership):

- 8.0 If other than a corporation or partnership, describe organization and name principals:
- 9.0 List other states in which Bidder's organization is legally qualified to do business.

- 10.0 What type of work does the Bidder normally perform with its own forces?
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13.0	List Trade References:
14.0	List Bank References (Bank and Branch Address):
15.0	Name of Bonding Company and Name and Address of Agent:
	[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

# LIST OF CURRENT PROJECTS (BACKLOG)

[\*\*Duplicate Page if needed for listing additional current projects.\*\*]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

# LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[\*\*Duplicate Page if needed for listing additional completed projects.\*\*]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

# EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

#### Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

#### Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

# **VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder
Signature
Name
Title
Date
Contractor License No
DIR Contractor Registration No

#### 1.5 Non-Collusion Declaration

The undersigned declares:

I am the	of	, the party making the
foregoing Bid.		

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at [city], [state].

Name of Bidder\_\_\_\_\_

Signature\_\_\_\_\_

# TRUCKEE TAHOE AIRPORT DISTRICT

# CONSTRUCTION CONTRACT

# AIRPORT ROAD SIDEWALK PROJECT

#### 1. PARTIES AND DATE.

This Contract is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] by and between the Truckee Tahoe Airport District, a public agency of the State of California ("District") and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

#### 2. RECITALS.

2.1 <u>District</u>. District is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 <u>Contractor</u>. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing sidewalk related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of District. The following license classifications are required for this Project: Class A General Engineering License.

2.3 <u>Project</u>. District desires to engage Contractor to render such services for the Airport Road Sidewalk Project ("Project") as set forth in this Contract.

2.4 <u>Project Documents & Certifications</u>. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

# 3. TERMS

3.1 <u>Incorporation of Documents</u>. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Federal Requirements (Exhibit "G")
- Addenda

- Change Orders executed by the District
- [\*\*\*INSERT EDITION\*\*\*] Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

3.2 <u>Contractor's Basic Obligation; Scope of Work</u>. Contractor promises and agrees, at its own cost and expense, to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 <u>Change in Scope of Work</u>. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the District. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the District may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 <u>Substitutions/"Or Equal"</u>. Pursuant to Public Contract Code Section 3400(b), the District may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the District may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the District's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 <u>Period of Performance and Liquidated Damages</u>. Contractor shall perform and complete all Work under this Contract within 45 calendar days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the District as fixed and liquidated damages the sum of two hundred dollars (\$200) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or project may completion schedule, construction schedule or project may be provided separately to the District as fixed and liquidated damages the sum of two hundred dollars (\$200) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

Standard of Performance; Performance of Employees. Contractor shall perform all Work 3.4 under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the District to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the District, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 <u>Control and Payment of Subordinates; Contractual Relationship</u>. District retains Contractor on an independent contractor basis and Contractor is not an employee of District. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 <u>District's Basic Obligation</u>. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the belowreferenced compensation in accordance with compensation provisions set forth in the Contract.

# 3.7 <u>Compensation and Payment</u>.

3.7.1 <u>Amount of Compensation</u>. As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 <u>Payment of Compensation</u>. If the Work is scheduled for completion in thirty (30) or less calendar days, District will arrange for payment of the Total Contract Price upon completion and approval by District of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, District will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 <u>Prompt Payment</u>. District shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 <u>Contract Retentions</u>. From each approved progress estimate, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 <u>Other Retentions</u>. In addition to Contract retentions, the District may deduct from each progress payment an amount necessary to protect District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for

the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums.

3.7.6 <u>Substitutions for Contract Retentions</u>. In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any monies withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, and thereafter the District shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the District has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the District.

3.7.7 <u>Title to Work</u>. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the District at the time of payment. To the extent that title has not previously been vested in the District by reason of payments, full title shall pass to the District at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the District, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 <u>Labor and Material Releases</u>. Contractor shall furnish District with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by District.

3.7.9 <u>Prevailing Wages</u>. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business

SAMPLE CONTRACT

and at the project site. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 <u>Apprenticeable Crafts</u>. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 <u>Hours of Work</u>. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section. Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 <u>Contractor and Subcontractor Registration</u>. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is

exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 <u>Labor Compliance; Stop Orders</u>. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

#### 3.8 <u>Performance of Work; Jobsite Obligations</u>.

# 3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage District, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the District and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, District may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. District reserves the right to defend any enforcement action brought against the District for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the District for the costs (including the District's attorney's fees) associated with, any settlement reached between the District and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, District will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 <u>Safety</u>. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 <u>Laws and Regulations</u>. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the District in writing. Any necessary

changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 <u>Permits and Licenses</u>. Contractor shall be responsible for securing District permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license. While Contractor will not be charged a fee for any District permits, Contractor shall pay the District's business license fee, if any. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 <u>Trenching Work</u>. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for District's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 <u>Hazardous Materials and Differing Conditions</u>. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify District of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by District; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, District shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 <u>Underground Utility Facilities</u>. To the extent required by Section 4215 of the California Government Code, District shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of District to provide for removal or relocation of such utility facilities.

3.8.8 <u>Air Quality</u>. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board

(CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 <u>State Recycling Mandates</u>. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 <u>Completion of Work</u>. When Contractor determines that it has completed the Work required herein, Contractor shall so notify District in writing and shall furnish all labor and material releases required by this Contract. District shall thereupon inspect the Work. If the Work is not acceptable to the District, the District shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the District. Once the Work is acceptable to District, District shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which District may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

# 3.10 Claims; Government Code Claim Compliance.

3.10.1 <u>Intent</u>. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such

contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 <u>Supporting Documentation</u>. The Contractor shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

3.10.3.7 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

3.10.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

3.10.4 <u>District's Response</u>. Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, District may request in writing additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor.

3.10.4.3 District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 <u>Meet and Confer</u>. If the Contractor disputes District's written response, or District fails to respond within the time prescribed, the Contractor may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 <u>Mediation</u>. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with District and the Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 <u>Procedures After Mediation</u>. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within

which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 <u>Civil Actions</u>. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 <u>Government Code Claims</u>. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 <u>Non-Waiver</u>. District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. District's failure to respond shall not waive District's rights to any subsequent procedures for the resolution of disputed claims.

3.11 <u>Loss and Damage</u>. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by District. In the event of damage proximately caused by an Act of God, as defined by Section 7105

of the Public Contract Code, the District may terminate this Contract pursuant to Section 3.17.3; provided, however, that the District needs to provide Contractor with only one (1) day advanced written notice.

# 3.12 <u>Indemnification</u>.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the District or the District's agents, servants, or independent contractors who are directly responsible to the District, or for defects in design furnished by those persons.

3.12.2 <u>Additional Indemnity Obligations</u>. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

# 3.13 <u>Insurance</u>. [\*\*\*DISTRICT RISK MANAGER TO REVIEW TO DETERMINE WHETHER LIMITS ARE ACCEPTABLE\*\*\*]

3.13.1 <u>Time for Compliance</u>. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

3.13.2 <u>Minimum Requirements</u>. Contractor shall, at its expense, 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also

require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 <u>Minimum Limits of Insurance</u>. Contractor shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the District to add the following provisions to the insurance policies:

3.13.3.1 <u>General Liability</u>. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 <u>Automobile Liability</u>. (1) Such policy shall give the District, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the District, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any

insurance or self-insurance maintained by the District, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 <u>Workers' Compensation and Employer's Liability Coverage.</u> The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 <u>All Coverages</u>. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

3.13.4 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its officials, employees, agents and authorized volunteers.

3.13.5 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or selfinsured retentions must be declared to and approved by the District. Contractor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the District guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 <u>Verification of Coverage</u>. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 <u>Subcontractors</u>. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the District, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the District in writing.

3.13.9 <u>Reporting of Claims</u>. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

#### 3.14 Bond Requirements.

3.14.1 <u>Payment Bond</u>. If required by law or otherwise specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Payment Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.2 <u>Performance Bond</u>. If specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Contract a Performance Bond in an amount required by the District and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the District.

3.14.3 <u>Bond Provisions</u>. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the District, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. If Contractor fails to furnish any required bond, the District may terminate the Contract for cause.

3.14.4 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.15 <u>Warranty</u>. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the District of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the District in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so

corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the District may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the District, regardless of whether or not such warranties and guarantees have been transferred or assigned to the District by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the District. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the District, the District shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the District for any expenses incurred hereunder upon demand.

# 3.16 Employee/Labor Certifications.

3.16.1 <u>Contractor's Labor Certification</u>. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code 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 agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 <u>Equal Opportunity Employment</u>. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 <u>Verification of Employment Eligibility</u>. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

# 3.17 <u>General Provisions</u>.

3.17.1 <u>District's Representative</u>. The District hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.17.2 <u>Contractor's Representative</u>. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall

be subject to the review and approval of the District ("Contractor's Representative"). Following approval by the District, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the District, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the District, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the District's written approval.

3.17.3 <u>Termination</u>. This Contract may be terminated by District at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by District for any reason other than the fault of Contractor, District shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, District may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset District's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, District may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 <u>Contract Interpretation</u>. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from District, the matter shall be referred to District's Representative, whose decision shall be binding upon Contractor.

3.17.5 <u>Anti-Trust Claims</u>. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 <u>Notices</u>. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

# **CONTRACTOR:**

#### [\*\*\*INSERT CONTRACTOR NAME AND ADDRESS\*\*\*] Attn: [\*\*\*INSERT CONTRACTOR REP. NAME AND TITLE\*\*\*]

DISTRICT:

Truckee Tahoe Airport District 10356 Truckee Airport Rd. Truckee, CA 96161 Attn: Peter Beaupre, Construction Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 <u>Time of Essence</u>. Time is of the essence in the performance of this Contract.

3.17.8 <u>Assignment Forbidden</u>. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of District. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, District may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 <u>Laws, Venue, and Attorneys' Fees</u>. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Placer, State of California.

3.17.11 <u>Counterparts</u>. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 <u>Successors</u>. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 <u>Solicitation</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, District shall have the right to terminate this Contract without liability.

3.17.15 <u>Conflict of Interest</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Contract, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Work.

# 3.17.16 <u>Certification of License</u>.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 <u>Authority to Enter Contract</u>. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 <u>Entire Contract; Modification</u>. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 <u>Non-Waiver</u>. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 <u>District's Right to Employ Other Contractors</u>. District reserves right to employ other contractors in connection with this Project or other projects.

# [SIGNATURES ON NEXT PAGE]

# SIGNATURE PAGE FOR CONSTRUCTION CONTRACT BETWEEN THE TRUCKEE TAHOE AIRPORT DISTRICT AND [\*\*\*INSERT CONTRACTOR NAME\*\*\*]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

TRUCKEE TAHOE AIRPORT DISTRICT [INSERT NAME OF CONTRACTOR]

By:		By:	
-	[INSERT NAME]	-	
	[INSERT TITLE]	Its:	

Printed Name:\_\_\_\_\_

ATTEST:

By:

[<mark>INSERT TITLE</mark>]

# EXHIBIT "A"

# SERVICES / SCHEDULE

[INSERT SCOPE OF SERVICES]

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[INSERT ALL PLANS AND SPECS]

## EXHIBIT "C"

#### **SPECIAL CONDITIONS**

#### ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the District and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of District, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

#### EXHIBIT "D"

## CERTIFICATION LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, <u>et seq</u>., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

#### [\*\*\*INSERT CONTRACTOR NAME\*\*\*]

By:

Signature

Name (Print)

Title (Print)

# EXHIBIT "E"

# PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Contractor:

DIR Registration Number:\_\_\_\_\_

DIR Registration Expiration:

Small Project Exemption: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor		
Signature		
Name and Title		
Datad		
Dated		

<sup>&</sup>lt;sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

# EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

#### PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Truckee Tahoe Airport District (hereinafter referred to as "District") has awarded to \_\_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_\_ an agreement for \_\_\_\_\_\_ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_\_as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_\_ DOLLARS, (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount 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 or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_).

(Corporate Seal)

Contractor/ Principal

Ву \_\_\_\_\_

Title\_\_\_\_\_

(Corporate Seal)	Surety
	By Attorney-in-Fact
Signatures of those signing for the of corporate authority attached.	Contractor and Surety must be notarized and evidence of
(Attach Attorney-in-Fact Certificate)	Title
The rate of premium on this bond is _ charges, \$ (The above must be filled in by corpor <u>THIS IS A REQUIRED FORM</u> Any claims under this bond may be a (Name and Address of Surety)	
(Name and Address of Agent or Representative for service of process in California, if different from above) (Telephone number of Surety and Agent or Representative for service of process in California)	

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment					
A notary public or other officer completing this certiverifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	ficate d the ot the				
STATE OF CALIFORNIA COUNTY OF					
On, 20, before me,	, Notary Public, 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.					
N	NITNESS my hand and official seal.				
Signature of Notary Public					
OP	TIONAL				
	it may prove valuable to persons relying on the document reattachment of this form to another document.				
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT				
□ Individual □ Corporate Officer					
Title(s)	Title or Type of Document				
□ Partner(s) □ Limited □ General	Number of Pages				
☐ Attorney-In-Fact					
□ Trustee(s) □ Guardian/Conservator □ Other:	Date of Document				
Signer is representing: Name Of Person(s) Or Entity(ies)					
	Signer(s) Other Than Named Above				

# PAYMENT BOND

#### KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Truckee Tahoe Airport District (hereinafter designated as the "District"), by action taken or a resolution passed\_\_\_\_\_\_, 20\_\_\_has awarded to hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_\_ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of

Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or

subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have here, 20	eunto set our hands and seals this day of
(Corporate Seal)	Contractor/ Principal By
	Title
(Corporate Seal)	Surety
	By Attorney-in-Fact
	Title

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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.	3 3 3				
STATE OF CALIFORNIA COUNTY OF					
On, 20, before me,	, Notary Public, 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 on is true and correct.	of the State of California that the foregoing paragraph				
WITI	NESS my hand and official seal.				
Signature of Notary Public					
OPTIO	NAL				
Though the information below is not required by law, it ma and could prevent fraudulent removal and reat					
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT				
□ Individual □ Corporate Officer					
Title(s)	Title or Type of Document				
□ Partner(s) □ Limited	Number of Pages				
☐ Attorney-In-Fact					
□ Trustee(s) □ Guardian/Conservator □ Other: Signer is representing: Name Of Person(s) Or Entity(ies)	Date of Document				
	Signer(s) Other Than Named Above				

# **PROJECT TECHNICAL SPECIFICATIONS**

- 101400 SIGNAGE
- 310000 EARTHWORK
- 311000 SITE PREPARATION AND CLEARING
- 312319 DEWATERING
- 321123 AGGREGATE BASES
- 321200 ASPHALT CONCRETE
- 321300 CONCRETE PAVING
- 321723 TRAFFIC STRIPING AND PAVEMENT MARKINGS
- 334000 STORM DRAINAGE

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SECTION 101400 – SIGNAGE

## PART 1 - GENERAL

# 1.1 SCOPE

A. Provide all labor, materials, and equipment required for installing all the signage and snow stake sleeves, as shown on the Construction Drawings and as specified herein.

#### **1.2 RELATED SECTIONS**

- A. Sections:
  - 1. Section 310000 Earthwork
  - 2. Section 321300 Concrete Paving

#### 1.3 SUBMITTALS

- A. Shop Drawings for the following:
  - 1. All project signs.

# PART 2 - PRODUCTS

#### 2.1 SIGNS AND POSTS

- A. As indicated on the construction drawings.
- B. Concrete shall be in conformance with Section 321300 Concrete Paving, for the sign post foundations.

#### 2.2 SNOW STAKES AND SLEEVES

A. Pipe and metal for use as a snow stake, snow stake sleeve, and insert shall consist of miscellaneous metal of the types and sizes shown on the Construction Drawings and shall conform to the requirements of Caltrans Standard Specification 75, "Miscellaneous Metal."

101400 SIGNAGE 1/2 PART 3 - EXECUTION

# 3.1 EARTHWORK

A. Excavating and backfilling are specified in Section 310000 – Earthwork.

# 3.2 SIGN INSTALLATION

A. Signs shall be installed at the locations and according to the details shown on the Construction Drawings, or as directed by the Engineer.

END OF SECTION 101400

101400 SIGNAGE 2/2

## SECTION 310000 - EARTHWORK

## PART 1 - GENERAL

#### 1.1 SCOPE

- A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.
- B. Provide all labor, materials, and equipment required for all site earthwork including excavation, backfill, and fill necessary for preparing subgrades for curbs, gutters, pavements, slabs, trails, buildings and landscape areas, etc. as shown on the construction drawings, and as specified. Including excavating and grading of drainage features, swales, trenches, and ditches, retaining walls, and utility trenches. Also, miscellaneous site features and foundations, furnishing, and installations such as rockery walls, sports courts, railings, signs, etc.

#### 1.2 RELATED SECTIONS

- A. Sections:
  - 1. Section 311000 Site Preparation and Clearing
  - 2. Section 312319 Dewatering
  - 3. Section 334000 Storm Drainage

#### 1.3 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill or Pipe Zone Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
  - 3. Structure Backfill: Backfill placed to bring excavations for structures and paved areas to subgrade.
- B. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- C. Borrow Soil: Satisfactory soil imported from off-site for use as embankment fill or backfill.
- D. Stabilization Course: Satisfactory fill material utilized by the Contractor to stabilize subgrade when "pumping" is observed during compaction efforts. Stabilization course is placed on native material below structural fill or aggregate base.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

#### 310000 EARTHWORK 1/13

- 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for Extra Work.
- 2. Bulk Excavation: Excavation of a broad nature that is not trenching. Generally, more than 10 feet in width and more than 10 feet in length.
- 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- 4. Over excavation: Excavation of beyond typical subgrade elevations. Existing fill shall be removed in areas that will support foundations and retaining structures. Existing fill that would be otherwise be located under lightly loaded concrete slabs or pavements shall be removed to a depth of at least one foot below existing grade and replaced with structural fill.
- F. Embankment fill: Satisfactory soil materials used to raise existing grades.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, underground utility structures, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of an embankment fill or backfill immediately below subbase, base, topsoil, or other subsequent fill materials.
- I. Utilities: On-site underground pipes, conduits, vaults, service boxes, ducts, and cables, as well as underground services within buildings.
- J. Rock excavation: Removal of solid material which by actual demonstration cannot, in the Engineers opinion, be reasonably loosened or ripped by a hydraulic excavator equipped with ripper teeth having a minimum 110 flywheel horsepower and that must be systematically drilled, and blasted or broken with power operated hammers or other such equipment.

# 1.4 REFERENCE SPECIFICATIONS

- A. Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications, dated 2018.
- B. Referenced sections of the Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.
- C. When a discrepancy between the specifications or constructions drawings is discovered, notify the Engineer shall prior to proceeding with affected work.

#### 1.5 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
  - 1. Laboratory compaction curves according to ASTM D 1557 for each on-site and borrow soil material proposed for embankment fill, initial backfill, final backfill, and structural backfill.
  - 2. Classification according to ASTM D 2487 of soil material proposed for initial backfill and final backfill.
- B. Pre-excavation Videotape: See Technical Specification 311000 "Site Preparation and Clearing"
- C. Record Drawings identifying and accurately locating all grading revisions and changes to trench alignments.

# 1.6 EXCAVATION SAFETY

- A. Install and maintain shoring, sheeting, bracing, and sloping necessary to support the sides of excavations, to keep and to prevent any movement, which may damage adjacent facilities, or endanger life and health. Install and maintain shoring, sheeting, bracing, and sloping as required by OSHA and other applicable governmental regulations and agencies.
- B. The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain excavation sideslopes and prevent rock falls to ensure that persons working in or near the excavation are protected.

# 1.7 CODES, ORDINANCES, AND STATUTES

A. Contractor shall be familiar with, and comply with, all applicable codes, ordinances, statutes, and bear sole responsibility for the penalties imposed for noncompliance.

# 1.8 TOLERANCES

- A. All material limits shall be constructed within a tolerance of 0.1-foot for horizontal layout or dimensions and within a tolerance of 0.1-foot for vertical layout with reference to elevation or grade with the following additional requirements:
  - 1. Minimum thickness' and slopes shall be as shown on the Construction Drawings.
  - 2. All grading shall be performed to maintain slopes and drainage as shown.
  - 3. Where aggregate base is to be placed on the grading plane, the grading plane at any point shall not be more than 0.05 feet above the grade established by the Engineer.

310000 EARTHWORK 3/13

## 1.9 QUALITY ASSURANCE

A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

## 1.10 PROJECT CONDITIONS

- A. No earthwork shall occur on this project between October 15 and May 1 without written approval of the Truckee Tahoe Airport District.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earthwork operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Do not commence site earthwork operations until temporary erosion and sedimentation control measures are in place and the Engineer has been notified.
- D. Existing utilities shown on the Construction Drawings are approximate. At least two (2) working days prior to starting work on the project, the Contractor shall contact Underground Service Alert (USA) for location. The locations of various utilities shown on the Construction Drawings are solely an accommodation to the Contractor without any representation or guarantee concerning completeness and/or accuracy. The Contractor is responsible for ascertaining the location of, and protection for, all utilities to be encountered in the performance of the required work.
- E. Existing Utilities: Do not interrupt utilities serving facilities on or adjacent to the project unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two (2) days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer's written permission.
- F. Demolish and completely remove from site existing facilities indicated to be removed according to Section 311000 "Site Preparation and Clearing".

#### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Well graded granular material nearly free of organic debris, with a liquid limit of less than 40, a plasticity index less than 15, 100 percent passing the 3-

#### 310000 EARTHWORK 4/13

inch sieve, and less than 30 percent passing the No. 200 sieve. The site soil is generally suitable for reuse as structural fill with adequate processing.

- C. Unsatisfactory Soils: Soil materials not meeting the above requirements and/or containing debris, waste, frozen materials, vegetation, and other deleterious matter.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Structure and Embankment Backfill: Shall be satisfactory soils unless otherwise specified on the Construction Drawings.
- E. Utility Trench Backfills (Bedding Course, Initial Backfill, and Final Backfill): Granular materials meeting the requirements of the details on the Construction Drawings and the appropriate Utility Companies requirements. It is the Contractor's responsibility to coordinate the various Utility Company requirements for joint trench backfill.
- F. Drain Rock: Drain Rock, where designated, shall be <sup>3</sup>/<sub>4</sub>" washed drain rock consisting of natural gravel, crushed gravel, or crushed rock, free from dirt, clay balls, roots, organic material, or other deleterious material. Drain Rock shall conform to the requirements for Class 1, Type A Permeable Materials according to Section 68-2.02F(2) of the Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications, dated 2018.

# 2.2 COMPACTION EQUIPMENT

- A. Compaction equipment shall be of suitable type and adequate to obtain the densities specified and shall provide satisfactory breakdown of materials to form a dense fill. Flooding or jetting will not be allowed.
- B. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort. If inadequate densities are obtained, larger and/or different types of additional equipment shall be provided by the Contractor. Hand-operated equipment shall be capable of achieving the specified densities.
- C. Initial compaction of the pulverized material shall be performed with a sheepsfoot roller equipped with a blade. The blade shall be dropped when reversing to back drag pulverized material and fill in the sheepsfoot imprints. Compaction shall continue until refusal density is obtained and the sheepsfoot roller walks out of the compacted layer leaving minimal imprints.

PART 3 - EXECUTION

# 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Section 311000 "Site Preparation and Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Section 311000 "Site Preparation and Clearing," during earthwork operations.

# 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  - 2. Install a dewatering system as required by Section 312319 "Dewatering" if necessary, to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

# 3.3 EXPLOSIVES

A. Explosives: Do not use explosives without prior approval of Engineer and authorities having jurisdiction.

# 3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. Changes in the Contract Sum or the Contract Time will only be authorized for rock excavation or removal of obstructions with prior approval for the Engineer.
  - 1. If excavated materials intended for embankment fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.

## 310000 EARTHWORK 6/13

- e. 6 inches beneath bottom of concrete slabs on grade.
- f. 6 inches beneath pipe in trenches, and the smaller of one pipe diameter or 12 inches wider than pipe.
- B. Overexcavation: Not Included.

#### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, for compacting structure backfill, and for inspections.
- B. Overexcavation: Refer to Section 3.4B above.

#### 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations. Excavate trenches to uniform widths to provide the clearance requirements of the details on the Construction Drawings and/or the appropriate Utility Companies requirements, except as follows:
  - 1. Where the manufacturer of the pipe to be installed recommends a larger trench section than that indicated on the Construction Drawings, the manufacturer's trench section shall be excavated.
  - 2. Where, due to material encountered or depth of excavation, the Construction Safety Orders of the Division of Occupational Safety and Health (OSHA) require a larger trench section than that indicated on the Construction Drawings, the OSHA section shall be excavated.
  - 3. Where trench wall supports are to be used, the trench width shall be sufficient to allow installation of the pipe and efficient placement and compaction of the pipe zone material.
- B. Trench Bottom Preparation: The trench bottoms shall be accurately graded to provide a smooth foundation for subsequent bedding course and initial backfill material placement. The trench bottom shall be excavated to such a depth that, after placement of minimum bedding and the pipe, the physical top of pipe to finish grade depth is greater than or equal to the minimum depth of cover indicated on the Construction Drawings at all points.

- C. Where solid rock is encountered in trench excavation, it shall be loosened and broken up so that no solid-ribs, projections, or large fragments will be within the minimum trench sections indicated on the Construction Drawings.
- D. All existing pavement shall be saw cut to a neat line which is wider than the utility trench at each trench wall as indicated on the Construction Drawings or as required to make connections to existing utilities.
- E. During excavation, material satisfactory for backfilling shall be stockpiled in an orderly manner at a distance from the banks of the trench sufficient to avoid overloading and to prevent slides or cave-ins. Adequate drainage shall be provided for the stockpiles and surrounding areas by means of ditches, dikes, or other approved methods. The stockpiles shall also be protected from contamination with unsatisfactory excavated material or other material that may destroy the quality and fitness of the suitable stockpiled material. If the Contractor fails to protect the stockpiles and any material becomes unsatisfactory as a result, such material shall be removed and replaced with satisfactory on-site or imported material from approved sources at no additional cost to the Owner.
- F. Excavated material shall be processed by crushing, screening, hand-picking, or any reasonable method determined by the Contractor to create a suitable material for use as bedding, initial, or final backfill material. Contractor is referred to Section 1.10B above.

## 3.8 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade and meet compaction and moisture requirement.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or embankment fill material as directed. Authorized additional excavation and replacement material will be paid for according to Contract provisions for Extra Work.
- C. Proof-roll subgrade at locations requested by the Engineer with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

#### 3.9 ROCK EXCAVATION

- A. The Contractor is hereby notified that bedrock and boulders may be encountered.
- B. Rock Excavation, as defined above in Article "Definitions", will be paid for as a "Change in Work", with the exceptions noted below.

## 310000 EARTHWORK 8/13

# Truckee Tahoe Airport District Airport Road Sidewalk Project

- C. When the Contractor encounters bedrock or a boulder that may be considered Rock Excavation, they shall immediately notify the Engineer's on-site representative and proceed to expose the unexcavatable materials to determine the limits of Rock Excavation.
- D. Upon agreement of the Engineer, the Contractor shall immediately proceed with Rock Excavation.
  - 1. The Contractor may utilize blasting, power-operated hammers, or other such equipment as necessary to accomplish the Work. The decision as to which means and methods shall be the responsibility of the Contractor.
  - 2. Explosives and Blasting: Blasting will be permitted only upon written authorization from the District and associated agencies. The Contractor is responsible for obtaining any related permits.
  - 3. The use of expansive compounds or similar methods that have a time delay associated with their effectiveness shall be reviewed on a case-by-case basis and the Contractor shall not be entitled to compensation while waiting for such methods to become effective.
- E. If the Contractor is not prepared to begin Rock Excavation within two (2) hours and the area of Rock Excavation is limited, then the Contractor shall proceed with excavation and utility installation beyond the limits of Rock Excavation. The Contractor will not be entitled to Changes in Work compensation for labor, equipment, or materials idled more than two (2) hours because the Contractor elects not to "leapfrog" the Rock Excavation area.
  - 1. If the Rock Excavation area is "leapfrogged", then the Contractor shall be entitled to Changes in Work compensation for work related to reconnecting the utility line through the Rock Excavation area.
- F. The Contractor will be compensated according to Caltrans Specifications, for equipment that is not involved in Rock Excavation but becomes idle as a result and cannot be used elsewhere.
- G. The Contractor shall submit at the end of each day in which Rock Excavation is performed, a Change in Work report substantiating the quantity of labor, materials, and equipment used in the performance of the Rock Excavation. The Report shall include, at a minimum, the date, location of work, progress, personnel names, equipment and material descriptions, and quantity of each. The Report shall be subject to the approval of the Engineer.

# 3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavations with structure backfill as directed by Engineer, without additional compensation.
- 3.11 STORAGE OF SOIL MATERIALS

Truckee Tahoe Airport District Airport Road Sidewalk Project

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees

# 3.12 STRUCTURE BACKFILL

- A. Place and compact structure backfill in excavations promptly, but not before completing the following:
  - 1. Surveying locations of underground utilities for Record Documents.
  - 2. Testing and inspecting underground utilities.
  - 3. Removing concrete formwork.
  - 4. Removing trash and debris.
  - 5. Removing temporary shoring and bracing, and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.
- 3.13 UTILITY TRENCH BACKFILL
  - A. Place backfill on subgrades free of mud, frost, snow, or ice.
  - B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
  - C. Place and compact initial and final backfill according to the requirements of the details on the Construction Drawings and/or the appropriate Utility Companies requirements.
    - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit.
    - 2. Coordinate backfilling with utilities testing.
  - D. Install warning tape directly above utilities, 12 inches above top of pipe.

# 3.14 EMBANKMENT FILL

- A. Place embankment fill to the lines, grades, and dimensions shown and as necessary to reach subgrade where another material is not otherwise specified. Allow for forms, working space, aggregate base, asphalt concrete, concrete, topsoil, and similar items, wherever applicable. Trim to neat lines where concrete is to be deposited against earth.
- B. Embankment fill placed on existing fill or slopes steeper than 5 horizontal to 1 vertical shall be keyed and benched into firm, native soil or rock. Keyways should be approximately 8 feet wide, 2 to 4 feet deep, and extend the full length of the slope.

310000 EARTHWORK 10/13 Benching may be conducted simultaneously with embankment fill placement. The Engineer shall approve the method and extent of benching.

- C. Place embankment fill on subgrades free of mud, frost, snow, or ice.
- D. Imported fill material shall be predominantly granular, non-expansive, and free of deleterious or organic material. Imported material that is proposed for use on site shall be submitted to the Engineer for approval and laboratory analysis at least 72 hours prior to import.
- E. Areas to receive fill should be compacted with appropriate compaction equipment to at least 90 percent of the maximum dry density per ASTM D1557, and proof rolled with a loaded, tandem-axle truck under observation of the Engineer.

# 3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent embankment fill or backfill soil layer before compaction to within 0 to 4 percent above optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 4 percent and is too wet to compact to specified relative compaction.

# 3.16 COMPACTION

- A. Prior to placement of any embankment fill, all stripped or excavated areas to receive embankment fill shall be scarified to a depth of 12 inches, moisture conditioned to within 2 percent of optimum moisture content, recompacted to 90% relative compaction (ASTM D1557), and proof rolled with a tandem –axle truck under the observation of the Engineer. Any areas exhibiting pumping or rutting should be over excavated and replaced with compacted fill.
- B. Place all backfill and embankment fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Place all backfill and embankment fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- D. Compact soil materials to not less than the following minimum relative compactions according to ASTM D 1557:
  - 1. Structure backfill: Minimum relative compaction of 90 percent, unless otherwise indicated on the Construction Drawings or ordered by the Engineer.
  - 2. Trench Backfill: According to the details on the Construction Drawings or as required by the appropriate utility company.
  - 3. Embankment fill: Minimum relative compaction of 90 percent, except as follows:

310000 EARTHWORK 11/13

- a. The upper 8 inches of subgrade below all areas to receive aggregate base shall be compacted to 95 percent regardless of whether located in excavation or fill.
- b. Under lawn or other landscaped areas embankment fill may be compacted to a minimum relative compaction of 90 percent.
- c. Under structures and building slabs, scarify and recompact top 8 inches of existing subgrade and each layer of backfill or embankment fill material to 90 percent.
- E. Initial compaction of the pulverized material shall be performed with a sheepsfoot roller equipped with a blade. The blade shall be dropped when reversing to back drag pulverized material and fill in the sheepsfoot imprints. Compaction shall continue until refusal density is obtained and the sheepsfoot roller walks out of the compacted layer leaving minimal imprints.

# 3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the tolerances defined in PART 1 of this Specification.

# 3.18 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality control testing.
- B. Allow testing agency to inspect and test subgrades and each embankment fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work complies with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 6938, and ASTM D 2937, as applicable. Tests will be performed at locations and frequencies as instructed by the Engineer.
- D. When testing agency reports that subgrades, embankment fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

310000 EARTHWORK 12/13

#### 3.19 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

#### 3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off District's property.

END OF SECTION 310000

310000 EARTHWORK 13/13 (This page intentionally left blank)

# SECTION 311000 - SITE PREPARATION AND CLEARING

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Protecting existing vegetation to remain.
  - 2. Removing existing vegetation to be removed.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing above- and below-grade site improvements.
  - 6. Temporary erosion- and sedimentation-control measures.
- B. Related Sections:
  - 1. Section 310000 Earthwork

#### 1.3 DEFINITIONS

- A. Clearing: Consists of removal of natural obstructions and existing foundations, buildings, fences, lumber, walls, stumps, brush, weeds, rubbish, trees, boulders, utility lines, and any other items, which shall interfere with construction operations or are designated for removal.
- B. Grubbing: Grubbing shall consist of the removal and disposal of wood or root matter below the ground surface remaining after clearing and shall include stumps, trunks, roots, or root systems greater than 1 inch in diameter or thickness to a depth of 12 inches below the ground surface.
- C. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.

- E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Construction Drawings.
- F. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.
- G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### 1.4 MATERIAL OWNERSHIP

- A. All removed, demolished, or cleared materials shall become Contractor's property and shall be removed from the Project site and properly disposed, except for the following items:
  - 1. Stripped topsoil in quantities required to be reused.
  - 2. Any items or materials indicated to be relocated or reused.
  - 3. Any items or materials indicated to be salvaged and provided to the Owner or other persons as directed by the Owner. Salvaged items shall be delivered to the location designated by the Owner.

#### 1.5 SUBMITTALS

- A. Pre-Construction Video and Photographic Record: One (1) copy of all digital files contained on a single DVD disc or flash drive. As appropriate, include one (1) paper copy of photographic location key map.
- B. Record Drawings: Record drawings shall be submitted to the Owner that identify and accurately show locations of utilities and other subsurface structural, electrical, and mechanical conditions. Surface improvements shall include horizontal and vertical information sufficient to document conformance with the conformed plans.

#### 1.6 PROJECT CONDITIONS

- A. No earthwork shall occur on this project between October 15 and May 1 without written approval of the Truckee Tahoe Airport District
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- C. Construction Area Demarcation: Orange safety fence shall be used to create a controlled area at Projects right of entry.

- D. Do not commence site clearing and preparation operations until temporary erosion and sedimentation control measures are in place.
- E. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - Do not proceed with work on adjoining property until directed by Architect or 1. Engineer.
- F. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- G. Utility Locator Service: Notify Underground Service Alert (USA) for area where Project is located before site clearing.
- Η. The following practices are prohibited within protection zones:
  - Storage of construction materials, debris, or excavated material. 1.
  - Parking vehicles or equipment. 2.
  - 3. Foot traffic.
  - Erection of sheds or structures. 4.
  - 5. Impoundment of water.
  - Excavation or other digging unless otherwise indicated. 6.
  - Attachment of signs to or wrapping materials around trees or plants unless 7. otherwise indicated.
- Ι. Do not direct vehicle or equipment exhaust towards protection zones.
- J. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- K. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

# PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- Α. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 310000 – Earthwork.
  - Obtain approved borrow soil material off-site when satisfactory soil material is not 1. available on-site.

#### 2.2 TEMPORARY EROSION CONTROL MATERIALS

- Α. Straw wattles shall be certified weed-free.
- Β. Supply other products of the type indicated on the Construction Drawings or approved by the Engineer as required to complete all Temporary Erosion Control Measures,

311000 SITE PREPARATION AND CLEARING 3/7

including but not limited to gravel bag check dams, erosion control fencing, diversion ditches, settling outlets, coir logs, vegetation protection fencing, individual tree protection, and stabilized construction entrance.

# PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain.
- C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

# 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff according to the details shown on the Construction Drawings, the directions of the Engineer, and the requirements of governmental authorities having jurisdiction.
- B. Temporary Erosion Control Measures and details as shown on the Construction Drawings are suggested minimum methods of controlling erosion during construction. The Contractor shall implement additional measures as dictated by field conditions, as may be ordered by the Engineer or governmental authorities through the Engineer.
- C. If inclement weather is forecasted, the Contractor shall take necessary steps to protect areas from erosion and/or subsequent discharge of earthen materials from the site.
- D. Stockpiles shall be protected from erosion. This may consist of placing filter fabric dikes around stockpiles and/or covering with plastic sheeting. Plastic sheeting will be required during all precipitation events.
- E. The Contractor shall maintain adequate dust control to prevent airborne dust migration. Measures shall include, but not be limited to the following:
  - 1. Conduct major dust-generating activities when wind velocities are low.
  - 2. Sprinkle work areas, construction equipment travel routes, and equipment.
  - 3. Prevent construction vehicles from tracking mud onto neighboring roads and highways.
  - 4. Restrict all traffic onsite to a max. speed limit of 10 mph.
- F. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

- G. Remove erosion and sedimentation controls, unless otherwise ordered, and restore and stabilize areas disturbed during removal.
- H. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- I. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- J. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

# 3.3 TREE AND PLANT PROTECTION

- A. Do not excavate within tree protection zones, unless otherwise indicated.
- B. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
  - 1. Cover exposed roots with burlap and water regularly.
  - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
  - 4. Backfill with soil as soon as possible.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

# 3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be abandoned or removed.
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Arrange with utility company to shut off indicated utilities.
  - 3. Disconnect existing utility conduit from existing utility to remain.
  - 4. For utilities to be abandoned cut abandoned conduit at least 3 feet clear of utility fitting to remain. The end of the abandoned conduit shall be plugged with concrete for a distance of not less than 12 inches.
  - 5. For utilities to be removed, excavate for, and remove underground utilities. Removed utilities shall be properly disposed.

# 3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
  - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.

311000 SITE PREPARATION AND CLEARING

- 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
- 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade in landscape areas.
- 4. Use only hand methods for grubbing within tree protection zone.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

# 3.6 TOPSOIL STRIPPING

- A. Strip topsoil in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
  - 2. In general, stripping to a depth of one (1) to two (2) inches will be acceptable. Deeper stripping of organic soils, roots, etc. may be required in localized areas. Contractor shall be responsible for all stripping required to permit access for additional earthwork activities.
- B. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
  - 1. Limit height of topsoil stockpiles to heights that will not create a safety hazard on site.
  - 2. Do not stockpile topsoil within protection zones.
  - 3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
  - 4. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

# 3.7 PULVERIZATION

- A. Pulverization depth shall extend a minimum depth of 6 inches.
- B. Pulverization shall proceed from the outside of the asphalt pavement. The first pass shall be the full width of the pulverizer. In subsequent passes, the treatment with will be reduced by a minimum overlap of 4-inches.
- C. Gradation requirements:

Sieve Size	Percentage Passing
2"	100
1-1/2"	90-100

Adjustments to forward speed, milling drum rotational speed, and lowering of the rear down shall occur to eliminate oversize material.

#### 3.8 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

#### 3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

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# SECTION 312319 – DEWATERING

## PART 1 - GENERAL

#### 1.1 SCOPE

- A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.
- B. This Section includes the following:
  - 1. Dewatering excavations as required by site conditions.

#### 1.2 RELATED SECTIONS

A. Section:1. Section 310000 – Earthwork

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.
  - 1. Maintain dewatering operations to ensure; erosion control, stability of excavations and constructed slopes that the excavation does not flood, and that damage to subgrades and permanent structures is prevented.
  - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
  - 3. Accomplish dewatering without damaging existing buildings adjacent to excavation.
  - 4. Remove dewatering system if no longer needed.

#### 1.4 SUBMITTALS

- A. Shop Drawings for Information: For a dewatering system, show arrangement, locations, and details of bulkheads and water barriers, wells and well points; locations of headers and discharge lines; and means of discharge and disposal of water.
- B. Required permits.

## 1.5 REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all permit conditions set forth by Lahontan Regional Water Quality Control Board relative to dewatering.
- B. Comply with water disposal requirements of authorities having jurisdiction.

## 1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities on or adjacent to the project unless permitted in writing by Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated.
- B. Existing utilities shown on the Plans are approximate. At least 2 working days prior to starting work on the project, the Contractor shall contact Underground Service Alert (USA) for location. The locations of various utilities shown on the Plans are solely an accommodation to the Contractor without any representation or guarantee concerning completeness and/or accuracy. The Contractor is responsible for ascertaining the location of, and protection for, all utilities to be encountered in the performance of the required work.

PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
  - 1. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
  - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner's Representative and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

#### 312319 DEWATERING 2/3

#### 3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
  - 1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
- C. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
  - 1. Maintain piezometric water level a minimum of 24 inches below surface of excavation.
- D. Dispose of water removed by dewatering to temporary on-site holding tanks. These tanks shall be removed from the site or discharged to the sewer, subject to the approval of the Owner and requirements of jurisdictional agency.
- E. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- F. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.
- G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations at no additional cost to Owner.

# END OF SECTION 312319

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# SECTION 321123 - AGGREGATE BASES

## PART 1 - GENERAL

## 1.1 SCOPE

- A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.
- B. Provide all labor, materials, and equipment required for installing all the aggregate bases as shown on the Contract Drawings and as specified.

#### 1.2 RELATED SECTIONS

- A. Sections:
  - 1. Section 310000 Earthwork
  - 2. Section 321200 Asphalt Concrete

#### 1.3 REFERENCE SPECIFICATIONS

- A. Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications, dated 2018.
- B. Referenced sections of the Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.

#### 1.4 SUBMITTALS

- A. Submittals shall be made in accordance with the following:
  - 1. A signed verification from each source of supply for aggregate base employed indicating that the materials meet the Specifications requirements for the type of aggregate base supplied.

#### 1.5 QUALITY ASSURANCE

A. Comply with the Caltrans Standard Specifications.

#### 1.6 TOLERANCES

- A. The surface of the finished aggregate base at any point shall not vary more than 0.05 feet above or below the grade established by the Engineer.
- B. Minimum thickness shall be met.

321123 AGGREGATE BASES 1/2 Truckee Tahoe Airport District Airport Road Sidewalk Project

C. The finish surface of base course, when tested for uniformity of slope, shall not deviate at any point more than 3/8 in. from bottom of a 10 ft straight edge laid in any direction. When base course is constructed in more than one layer, specified smoothness requirements shall apply to top surface.

# PART 2 - PRODUCTS

## 2.1 AGGREGATE BASE

- A. PAVED AREAS: Aggregate base material shall be Class 2, <sup>3</sup>/<sub>4</sub>-inch maximum grading aggregate base as specified in Section 26-1.02A of the Caltrans Standard Specification.
- B. CONCRETE SLABS: Aggregate base for concrete slabs shall consist of crushed aggregate base conforming to the following gradation:

Sieve Size	Percent passing
1-1/2"	100
3/4"	90-100
3/8"	50-80
No.4	35-55
No.30	10-30
No.200	2-9

# PART 3 - EXECUTION

# 3.1 SUBGRADE PREPARATION, PLACEMENT, AND COMPACTION

A. Comply with all requirements of Sections 26-1.03B "Subgrade", 26-1.03D "Spreading", and 26-1.03E "Compacting" of the Caltrans Standard Specifications.

END OF SECTION 321123

# SECTION 321200 – ASPHALT CONCRETE

#### PART 1 - GENERAL

#### 1.1 SCOPE

A. This Section includes furnishing, spreading and compacting of asphalt concrete pavement, to the grades and dimensions shown on the construction drawings, as specified in these Specifications, or ordered by the Engineer.

#### 1.2 RELATED SECTIONS

A. Sections:1. Section 321123 – Aggregate Bases

#### 1.3 REFERENCE SPECIFICATIONS

- A. Caltrans Standard Specifications: State of California, Department of Transportation, Caltrans Standard Specifications, dated 2018.
- B. Referenced sections of the Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced there within, except measurement and payment.

#### 1.4 SUBMITTALS

A. Mix design based on Hveem Method for asphalt concrete.

#### 1.5 QUALITY ASSURANCE

A. Comply with Caltrans Standard Specifications.

#### 1.6 TOLERANCES

A. Construct asphalt concrete to tolerances required in Section 39 of the Caltrans Standard Specifications.

# PART 2 - PRODUCTS

## 2.1 ASPHALT CONCRETE

- A. Aggregate materials for asphalt concrete shall conform to the requirements listed for Type A, ½-inch maximum, medium grading bituminous aggregate listed in Section 39 of the Caltrans Standard Specifications.
- B. Paving asphalt shall be Performance Grade PG 64-28 conforming to the requirements of Section 92 of the Caltrans Standard Specifications.
- C. Material for use as tack coat shall be slow-setting asphaltic emulsions SS1 or SS1h conforming to Section 94 of the Caltrans Standard Specifications.
- D. Terms, descriptions, and gradations of granular soil materials in paragraphs below are examples only. Revise to comply with local practices and to suit Project. For example, granular materials may be referenced by state or local highway designations rather than by ASTM classifications.
- E. Paint shall comply with Section 321723 TRAFFIC STRIPING AND PAVEMENT MARKINGS.

# PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Placement of asphalt concrete materials shall conform to the requirements of section 39 of the Caltrans Standard Specifications.
- B. Structures such as valve boxes, manhole frames and covers, and electrical vaults shall be adjusted to 3/4" below finish grade as necessary within paved areas.

#### 3.2 APPLICATION RATES

- A. Tack Coat shall be applied at a rate of 0.10 to 0.15 gallons per square yard and conforming to Sections 39 and 94 of the Caltrans Standard Specifications. Apply tack coat to:
  - 1. All vertical surfaces of existing pavement, curbs, gutters, and construction joints.
  - 2. Between asphalt lifts.
- B. Sand Blotter, if needed to prevent "pick up", shall be applied at a rate of 10 to 15 pounds per square yard.

# END OF SECTION 321200

321200 ASPHALT CONCRETE 2/2

# SECTION 321300 - CONCRETE PAVING

PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section covers the furnishing and placing of cast-in-place concrete as indicated and specified for exterior site work. This section includes concrete for:
  - 1. Sidewalks.
  - 2. Ramps and Stairs.
  - 3. CIP Concrete Band.
  - 4. Curb and gutters.
  - 5. Sign Foundations.
  - 6. Manhole collars and cast-in-place manhole bases.
- 1.2 Related Sections
  - A. Sections:
    - 1. Section 310000 Earthwork
    - 2. Section 311000 Site Preparation and Clearing
    - 3. Section 321123 Aggregate Bases

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail placement. Include bar sizes, lengths, material, grade, spacing, arrangement, splices and laps per ACI 318 were applicable.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

- C. Tolerances:
  - 1. Sidewalk. Test the surface of concrete sidewalk with a five (5) foot straightedge. Correct any deviation in excess of 1/8 inch at no additional cost to the Owner.
  - 2. Curb and Gutter. The face, top back, and flow line of the curb and gutter shall be tested with a ten (10) foot straightedge or curve template longitudinally along the surface. Any deviation in excess of 1/4 inch shall be corrected at no additional cost.
  - 3. Water Test. Water test gutters having a slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on the capability of the gutters to drain. Establish flow in the length of gutter to be tested by supplying water from a hydrant, tank truck or other source. One hour after the supply of water is shut off, inspect the gutter for evidence of ponding or improper shape. In the event water is found ponded in the gutter to a depth greater than ½ inch, or on the adjacent asphalt pavement, the defect or defects shall be corrected in a manner acceptable to the Owner at no additional cost.

# 1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

# PART 2 - PRODUCTS

- A. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- B. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
- E. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

# 2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

- 2.3 CONCRETE MATERIALS
  - A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
    - 1. Portland Cement: ASTM C 150, Type II
      - a. Fly Ash: ASTM C 618, Class F.
  - B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source.
    - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
    - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
  - C. Water: ASTM C 94/C 94M.
- 2.4 ADMIXTURES
  - A. Admixtures shall comply with ACI 318, Section 3.6.
  - B. Polypropylene Fibers
    - 1. Shall comply with ASTM C 1116, Type 3.
    - 2. Application rate of 1-pound per cubic yard of concrete.
    - 3. Comply with manufacturer's recommendations for adding and mixing requirements.

#### 2.5 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips shall conform to one of the following:
  - 1. ASTM D 1751, nonextruding and resilient bituminous types.
  - 2. ASTM D 1752, cork or self-expanding cork.

#### 2.6 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.

# 2.7 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Thrust Blocks and Sign Foundations: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 3000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.58.
  - 3. Slump Limit: 3 inches plus or minus 1 inch.
  - 4. Air Content: 0 percent, plus or minus 1 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
- B. Concrete Exposed to Weather, Exterior Slabs on Grade, Concrete Topping Slabs, curbs, and retainers: Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
  - 3. Slump Limit: 4 inches plus or minus 1 inch.
  - 4. Air Content: 6 percent, plus or minus 1 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
  - 5. Minimum Cementitious Materials Content: 564 lb/cu. Yd.
  - 6. Admixture: Polypropylene Fibers.
  - 7. Color Additives where noted on construction drawings.

#### 2.8 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

#### 2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94Mand furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

#### 2.10 COLOR ADDITIVES

- A. Manufacturer: Davis Colors
  - 1. Contact Information:
    - a. Phone: 323-265-8323.
    - b. E-mail: info@daviscolors.com.
    - c. Web Site: <u>www.daviscolors.com</u>.

321300 CONCRETE PAVING 4/9

- B. Type:
  - 1. Concentrated pigments specially processed for mixing into concrete and complying with ASTM C979.
  - 2. Color additives containing carbon black are not acceptable.
- C. Color Additive Delivery:
  - 1. Automated Dispensing: Meter and dispense colors using computer-controlled automated color weighing and dispensing system. Use Davis Colors Chameleon liquid metering system and Hydrotint liquid color additives.
  - 2. Manual Dispensing: Use Davis Colors Mix-Ready powdered color additives in pre-measured disintegrating bags.
- D. Concrete Colors:
  - 1. Provide colors to be selected by Owner.
  - 2. Provide colors from color additive manufacturer's premium color line.

#### PART 3 - EXECUTION

#### 3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
  - 1. Class A, 1/8 inch for smooth-formed finished surfaces exposed to view.
  - 2. Class C, 1/2 inch for rough-formed finished surfaces for other concrete surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
- F. Chamfer exterior corners and edges <sup>3</sup>/<sub>4</sub>" of all permanently exposed concrete.
- G. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- H. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

#### 321300 CONCRETE PAVING 5/9

#### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

#### 3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

#### 3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
  - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
  - 3. Space vertical construction joints in walls at 40'-0" maximum. Locate joints near corners and in concealed locations where possible.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fifth of concrete thickness as follows:
  - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Contraction Joints in Curb and Retainers: Provide weakened plane joints for all curbs and retainers at 5 feet o.c., unless otherwise noted on Construction Drawings. Groove the fresh concrete to at least 1.5-inches deep. No sawcut will be allowed.

# Truckee Tahoe Airport District Airport Road Sidewalk Project

- E. Isolation Joints in Slabs-on-Grade: After removing formwork and prior to pouring against existing improvements, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, planter islands, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
  - 2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Division 7 Section "Joint Sealants," are indicated.
  - 3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.
- F. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

# 3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
  - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- C. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  - 2. Maintain reinforcement in position on chairs during concrete placement.
  - 3. Slope surfaces uniformly to drains where required.
  - 4. Begin initial floating using bull floats or darbies to form a uniform and opentextured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- D. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

#### 321300 CONCRETE PAVING 7/9

- 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
- 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- E. Hot-Weather Placement: Comply with ACI 301 and as follows:
  - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

# 3.6 EXTERIOR CONCRETE FINISHING

- A. TYPE 1 (Includes Walkways, Curb, Gutters, Ramps, and Stairs)
  - 1. General: Do not add water to concrete surfaces during finishing operations.
  - 2. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared, and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
    - a. Medium Textured Broom Finish: Draw a soft bristle broom across floatfinished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

# 3.7 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

# 3.8 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections: Per Chapter 17 of the 2016 CBC as indicated in the Statement of Special Inspections.

- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture for each 25-cubic yards or fraction thereof of each concrete mix placed each day.
  - 2. Evaluation and acceptance of concrete shall conform with ACI 318, Section 5.6.

# 3.9 DEFECTIVE WORK

A. Defective concrete work shall be removed and replaced at Contractor's expense.

END OF SECTION 321300

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# SECTION 321723 - TRAFFIC STRIPING AND PAVEMENT MARKINGS

PART 1 – GENERAL

# 1.1 SCOPE

- A. Provide all labor, materials, tools, and equipment required for painted traffic striping, and pavement markings as shown on the Plans, as specified in these Specifications, or ordered by the Engineer.
- 1.2 RELATED SECTIONS
  - A. Sections:
    - 1. Section 321200 Asphalt Concrete
- 1.3 REFERENCE SPECIFICATIONS
  - A. Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications, dated 2018.
  - B. Referenced sections of the Caltrans Standard Specifications are hereby incorporated into these Specifications in their entirety including any sections referenced therein, except measurement and payment.
- 1.4 SUBMITTALS
  - A. Product Data for the following:
  - B. Traffic striping and pavement marking paint.

# PART 2 - PRODUCTS

- 2.1 PAINT
  - A. Paint for painted traffic striping and markings shall conform to the requirements of State Specification PTWB-01R2 dated 2018 and Section 84-2.02, "Materials" of the Caltrans Standard Specifications.
- PART 3 EXECUTION
- 3.1 PAINTED MARKINGS
  - A. Painted traffic stripes and pavement markings shall be applied in accordance with Section 84-1, "General" and Section 84-2.03C(3), "Painted Traffic Stripes and Pavement Markings" of the Caltrans Standard Specifications, as specified in these specifications, as shown on the plans, or as otherwise directed by the Engineer.

- B. Asphalt surfaces shall be thoroughly dry and free of dirt, dust or any other deleterious material at the time the paint is applied.
- C. Pavement markings shall be applied with stencils.
- D. Parking stall striping shall be 4"+/- 1/8" wide, applied straight and true, or curved at a constant radius as shown on the Plans.
- E. Crosswalk striping shall be applied straight and true per Construction Drawings.
- F. Paint shall be applied in a single coat at a rate of not less than 122 square feet per gallon, or in two coats at the rate of not less than 244 square feet per gallon per coat.

END OF SECTION 321723

# SECTION 334000 - STORM DRAINAGE

# PART 1 - GENERAL

# 1.1 SCOPE

- A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.
- B. Provide all labor, materials, and equipment required for installing all storm drainage as shown on the Plans and as specified.

# 1.2 RELATED SECTIONS

- A. Sections:
  - 1. Section 312319 Dewatering
  - 2. Section 310000 Earthwork
  - 3. Section 321123 Aggregate Bases

# 1.3 REFERENCE SPECIFICATIONS

- A. Caltrans Standard Specifications, State of California, Department of Transportation, Standard Specifications, dated 2018.
- 1.4 DEFINITIONS
  - A. CMP: Corrugated Metal Pipe.

# 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Storm Drain Piping.
  - 2. Grates and Lids for inlet and junction boxes.
  - 3. Minor Drainage Piping.
- B. Shop Drawings: For the following:
  - 1. Pre-cast Inlet and Junction Boxes: Include plans, elevations, sections, details, and frames and covers.

# PART 2 - PRODUCTS

# 2.1 PRE-CAST CONCRETE INLETS AND JUNCTION BOXES

- A. Standard Pre-Cast Concrete Inlets and Junction Boxes of the size, depth, and with the inverts as indicated on the Construction Drawings (ASTM C 478). Boxes shall be precast as whole pieces without any joints and shall be rated for vehicle loading.
  - 1. Equipped with knock-outs for inlet/outlet pipe installation.
- B. Frames, Grates, and Lids: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading.
  - 1. Size: of the size indicated on the Plans.
  - 2. Type: as indicated on the Plans.
  - 3. Grate shall be ADA, Title 24 compliant.

# 2.2 MINOR DRAINAGE PIPING

A. CMP Drainage Piping: Use 16 gauge (0.067") wall thickness in conformance with Section 66 "Corrugated Metal Pipe" of the Caltrans Standard Specifications.

# PART 3 - EXECUTION

# 3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Technical Specification Section 310000 – Earthwork.

# 3.2 PIPING INSTALLATION

- A. Install drainage culvert piping and minor drainage piping at the locations, along the alignments, and to the grades indicated on the Plans.
- B. Install piping in trenches and with required minimum cover according to the details shown on the Plans. Trenches shall be excavated and backfilled according to details shown on the Plans and as specified in Section 310000 Earthwork.
- C. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping, where appropriate, facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions or standards referenced.
- D. Install gravity-flow drainage piping according to the following:

- 1. Install minor drainage piping (CMP piping) according to manufacturer's recommendations.
- E. Connections to Manholes, Catch Basins and Existing Systems. All connections shall be watertight. Furnish and install waterstop gaskets and nonshrink grout. Where pipe enters precast concrete structure place gasket in the center of the wall and pack watertight with grout. Where concrete is to be placed around a pipe, provide and install at waterstop gasket. Place gasket in the center of the intersecting wall.

# 3.3 INLET AND JUNCTION BOX INSTALLATION

- A. Install pre-cast inlet and junction boxes at the locations and to the grades indicated on the Plans.
- B. Install frames, grates, and lids according to the details indicated on the Construction Drawings. Set grates and lids to the elevations or grades indicated.
- C. Excavation and Structure Backfill for inlets and junction boxes shall conform to the requirements of Section 310000 Earthwork.

END OF SECTION 334000

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COMMUNITY DEVELOPMENT RESOURCE AGENCY ENGINEERING AND SURVEYING DIVISION			
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AIRPORT ROAD SIDEWALK PROJECT HEREBY CERTIFIES THAT ALL REQUIRED RIGHT-OF-WAY AND OTHER LEGAL		AUTHORIZED BY THE ENGINEER.	
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RIGHTS OF ENTRY, HAVE BEEN ACQUIRED PRIOR TO APPROVAL OF THESE PLA DEVELOPER CERTIFIES THAT DOCUMENTATION TO SUBSTANTIATE THIS CERT	ANS.	DATE	ENGINEER SIGNATURE (STAMP OR SEAL)
HAS BEEN SUBMITTED TO PLACER COUNTY. DEVELOPER SHALL HOLD PLACER COUNTY HARMLESS IN THE EVENT THE ABOVE RIGHTS ARE NOT OBTAINED OF	२	INSTRUCTIONS T	O CONTRACTORS
ARE DISPUTED. DEVELOPER HEREBY ACKNOWLEDGES AND AGREES THAT UNDISCOVERED ERRORS AND OMISSIONS OR OTHER REVISIONS REQUIRED B			JR NOTICE REQUIRED
ACTUAL FIELD CONDITIONS SHALL BE CORRECTED AT THE DEVELOPER'S	• •		O COMMENCING WORK
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AS USED IN THIS CERTIFICATE, "DEVELOPER" SHALL INCLUDE THE DEVELOPER DEVELOPER'S SUCCESSORS AND ASSIGNS AND DEVELOPER'S AUTHORIZED A		AND 8-1.04 OF THE PLACER COUN	TY GENERAL SPECIFICATIONS DATED APRIL 201 SPECIFICATIONS DATED COMME
THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS LEGAL AUTHOR		WORK, THE CONTRACTOR SHALL	NOTIFY THE PLACER COUNTY DEPARTMENT OF HOURS IN ADVANCE OF THE TIME OF COMMENT
EXECUTE THIS CERTIFICATE ON BEHALF OF DEVELOPER, AND TO BIND DEVEL TO THE TERMS AND CONDITIONS STATED HEREIN.	UPEK		AUBURN (530) 745-7558
SIGNED: TITLE:			LAKE TAHOE (530) 581-6227
PRINT NAME: DATE:		TRPA COMPLIANCE DIVISION	(775) 588-4547

# (જુ) VEMENT PLANS FOR AHOE AIRPORT DISTRICT TRUCKEE ROAD SIDEWALK PROJECT PLACER COUNTY, CALIFORNIA 1" = 2,000' BUSIN PARK | COUNTY ROW PROPERTY PROPERTY LINE LINE — W — IRPORT ROAD

# RALL DEVELOPMENT PLAN

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GRAPHIC SCALE 1 INCH = 30 FEET

FOUND MONUMENT

3/4" REBAR. SEE

GENERAL NOTE 6.

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CONTROL POINTS								
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1289	5895.53	2246991.89	7088128.55	WP-1289 60D NAIL				

**SURVEY NOTES** 

VERTICAL DATUM: NGVD 29

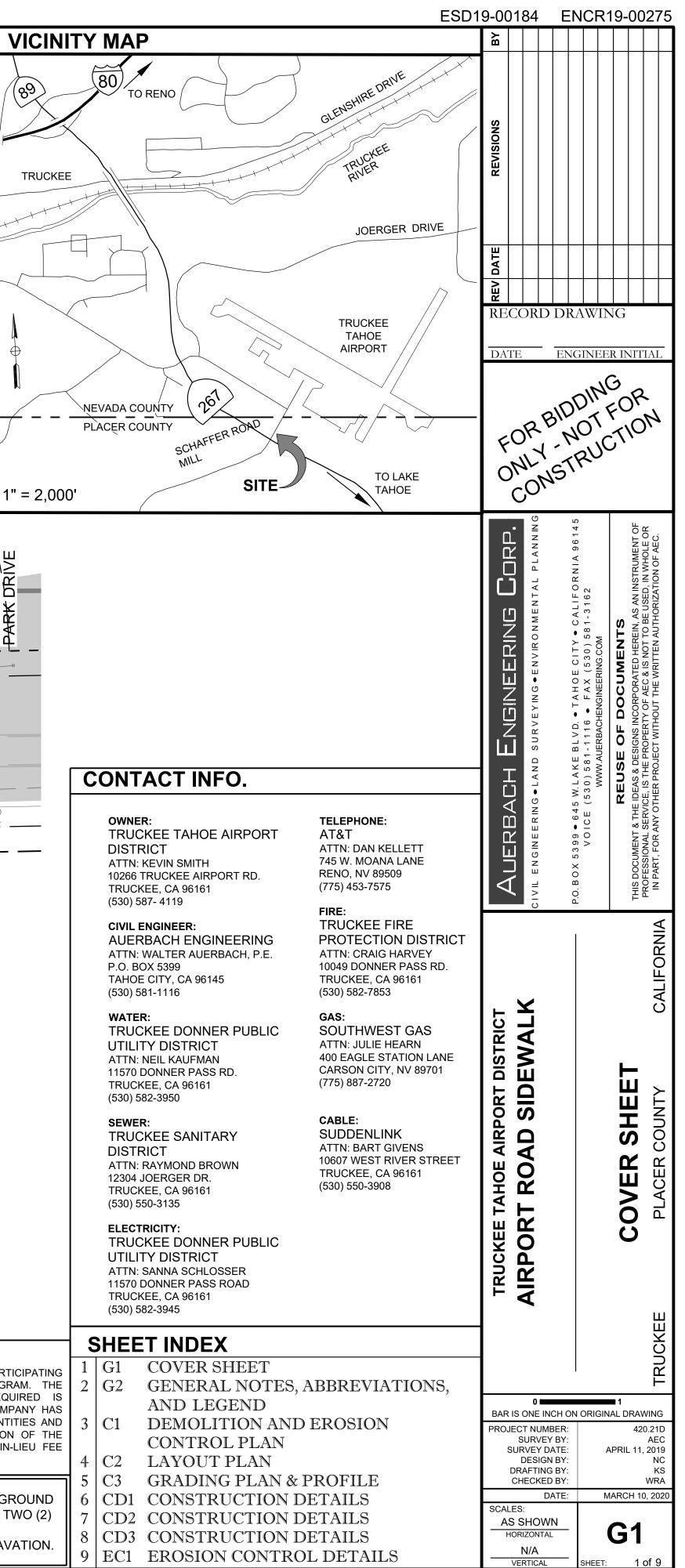
HORIZONTAL DATUM: NAD83, STATE PLANES ZONE II GROUND

UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE TAKEN FROM UTILITY MARKINGS IN THE FIELD AND RECORD DRAWINGS.

SLURRY SEAL IN-LIEU FEE PROJECT

THIS ENCROACHMENT PERMIT APPLICATION IS PARTICIPATING IN THE COUNTY SLURRY SEAL IN-LIEU FEE PROGRAM. THE ESTIMATED AMOUNT OF SLURRY SEAL REQUIRED IS 208 SQUARE YARDS. THE UTILITY COMPANY HAS PAID \$ 520 AS THE IN-LIEU FEE. FINAL QUANTITIES AND FEES WILL BE RECONCILED AT THE COMPLETION OF THE PROJECT AS OUTLINED IN THE SLURRY SEAL IN-LIEU FEE PROGRAM.

THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT (USA)" AT (800) 642-2444 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM PRIOR TO COMMENCING EXCAVATION



# **GENERAL NOTES - PLACER COUNTY:**

- ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE PLACER COUNTY GENERAL SPECIFICATIONS DATED APRIL, 2018. ALL REFERENCES TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SHALL REFER TO THE 2018 EDITION OF THE STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD PLATES CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CURRENT EDITION OF THE CALTRANS STANDARD PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND/OR REFERENCED BY PLATE OR STANDARD PLAN NUMBER. CONTRACTOR IS RESPONSIBLE TO HAVE AVAILABLE A CURRENT SET OF PLACER COUNTY GENERAL SPECIFICATIONS WITH PLATES, CALTRANS STANDARD SPECIFICATIONS, AND CALTRANS STANDARD PLANS.
- COUNTY, DEPARTMENT OR ENGINEER, AS USED ON THESE PLANS AND NOTES, REFERS TO THE DIRECTOR OF THE PLACER COUNTY ENGINEERING AND SURVEYING DIVISION AND/OR DEPARTMENT OF PUBLIC WORKS AND FACILITIES (DPWF) OR AN AUTHORIZED AGENT APPOINTED BY THE DIRECTOR.
- PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH COUNTY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
- 4. A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR SHALL DO ALL FIELD STAKING. THE OWNER SHALL PROVIDE ONE SET OF CONSTRUCTION CONTROL STAKES; ANY ADDITIONAL STAKING NECESSARY SHALL BE PROVIDED BY THE ENGINEER / SURVEYOR AT THE EXPENSE OF THE CONTRACTOR. ALL STAKING SHALL BE DONE PER SECTION 5 1.07 PLACER COUNTY GENERAL SPECIFICATIONS.
- 5. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, THEY ARE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. CALL "UNDERGROUND SERVICE ALERT" AT 811 OR 800 227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE ANY EXCAVATION IS STARTED.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND PROTECTION OF EXISTING SURVEY AND PROPERTY CORNER MONUMENTS THAT EXIST AT THE TIME OF CONSTRUCTION IN THE AREA WHERE CONSTRUCTION ACTIVITIES OCCUR. MONUMENTS DISTURBED, OR LOST, DUE TO CONSTRUCTION ACTIVITIES WILL REQUIRE THAT THE CONTRACTOR HAVE THEM REPLACED, IN KIND, BY A LICENSED CALIFORNIA LAND SURVEYOR, WHO WILL BE REQUIRED TO FILE WITH THE COUNTY EITHER A CORNER RECORD OR A RECORD OF SURVEY, WHICHEVER WILL MEET THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT, SECTION 8771(B AND C).
- ALL EXISTING ASPHALT SURFACES SHALL BE SAWCUT OR GROUND TO A DEPTH OF AT LEAST 0.20-FOOT A DISTANCE OF ONE FOOT MINIMUM BEYOND THE LIMITS OF DISTURBANCE TO A NEAT, STRAIGHT LINE AND REMOVED. ANY EXPOSED ASPHALT SHALL BE SEALED WITH HOT EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED AND RECOMPACTED PRIOR TO PAVING.
- 8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DUST CONTROL PER SECTION 14-9.03, CALTRANS STANDARD SPECIFICATIONS.
- 9. EACH PARKING SPACE RESERVED FOR PERSONS WITH DISABILITIES SHALL BE IDENTIFIED BY A REFLECTORIZED SIGN, DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, PERMANENTLY POSTED IMMEDIATELY ADJACENT TO AND VISIBLE FROM THE SPACE IN ACCORDANCE WITH 2013 CBC. VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN STATING "VAN-ACCESSIBLE" AS REQUIRED BY SECTION 11B-502.6. PER SECTION 11B-502-6-3, A SIGN SHALL ALSO BE VISIBLE FROM EACH SPACE THAT CLEARLY AND CONSPICUOUSLY STATES: "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT OR BY TELEPHONING ." BLANK SPACES ARE TO BE FILLED IN WITH APPROPRIATE INFORMATION AS A PERMANENT PART OF THE SIGN. IN ADDITION, THE SURFACE OF EACH ACCESSIBLE PARKING SPACE SHALL HAVE A SURFACE MARKINGS AND IDENTIFICATION THAT CONFORMS TO SECTIONS 11B-502.6.4 AND 11B-503.6.
- 10. NO CONSTRUCTION SHALL BE PERFORMED WITHOUT A COUNTY APPROVED SEDIMENT AND EROSION CONTROL PLAN TO PREVENT SOIL EROSION. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND RECOMMENDATIONS CONTAINED IN THE "EROSION AND SEDIMENT CONTROL GUIDELINES FOR DEVELOPING AREAS OF THE SIERRA FOOTHILLS AND MOUNTAINS", OCTOBER, 1991, OR OTHER APPROPRIATE GUIDELINES, SUCH AS THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) CONSTRUCTION BMP HANDBOOK. APPLICANT AND/OR CONTRACTOR SHALL SECURE ANY NECESSARY STATE OF CALIFORNIA COVERAGE AS NEEDED UNDER THE STATE'S CONSTRUCTION GENERAL PERMIT FOR STORM WATER DISCHARGES UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).
- 11. INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF ANY EROSION OR SILTATION ENTERING THE STORM DRAIN SYSTEM, NATURAL DRAINAGE COURSES AND/OR INTRUDING UPON ADJACENT ROADWAYS AND PROPERTIES. WINTERIZATION AND EROSION CONTROL SHOWN ON THESE PLANS IS INTENDED AS A GUIDE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER. THIS RESPONSIBILITY SHALL APPLY THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS HAVE BECOME STABILIZED AND SHALL NOT BE LIMITED TO WET WEATHER PERIODS.
- 12. AFTER STRIPPING THE DEBRIS, ANY EXISTING LOOSE FILL, UNSUITABLE SOIL, SILTY SAND DEPOSITS, OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED AND PROPERLY DISPOSED OF TO THE SATISFACTION OF THE ENGINEER.
- 13. THE CONTRACTOR SHALL REMOVE ALL ROAD MARKINGS, PAVEMENT MARKERS, AND OTHER DELINEATION THAT ARE IN CONFLICT WITH THE DELINEATION SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL LAY OUT ALL PAVEMENT MARKINGS FOR APPROVAL BY THE ENGINEER. AFTER APPROVAL, THE CONTRACTOR SHALL APPLY ALL PAINTED MARKINGS AND THERMOPLASTIC PAVEMENT MARKINGS WITHIN COUNTY RIGHT\_OF\_WAY AS WELL AS ALL ON-SITE PAINTED OR THERMOPLASTIC MARKINGS.
- 14. PERMANENT TRAFFIC SIGNS SHALL CONFORM TO THE CALIFORNIA MUTCD TRAFFIC SIGN STANDARDS FOR "STANDARD" SIZE, CHARACTER DIMENSIONS AND LETTER STROKE WIDTH. ALL STOP SIGNS SHALL BE 30" MINIMUM SIZE OF HIGH INTENSITY GRADE SHEETING
- 15. HOT MIX ASPHALT (HMA) SHALL CONFORM TO SECTION 39 OF THE PLACER COUNTY GENERAL SPECIFICATIONS AND THE FOLLOWING: FOR AREAS BELOW 1000' ELEVATION; TYPE A, 1/2" MAXIMUM, WITH PG 64-10: FOR AREAS BETWEEN 1000' AND 3500' ELEVATION; TYPE A, 1/2" MAXIMUM, WITH PG 64-16: FOR AREAS ABOVE 3500' ELEVATION, TYPE A, 1/2" MAXIMUM, WITH PBA 6B OR PG 64-28. IF EXISTING PAVEMENT IS RHMA-G OR OGFC, PAVING REPAIRS SHALL BE INSTALLED WITH THOSE MATERIALS. UNLESS OTHERWISE REQUESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER, HMA SHALL BE PLACED IN ACCORDANCE WITH SECTION 39-3 "METHOD CONSTRUCTION PROCESS" OF THE CALTRANS STANDARD SPECIFICATIONS. ALL HMA PLACED, WHETHER NEW ROADWAY OR OVERLAY, SHALL BE MATCHED TO GRADE WITH AN AGGREGATE BASE SHOULDER. THIS SHOULDER BACKING SHALL BE A MINIMUM OF 1' WIDE OR MATCH THE PROJECT PLANS, WHICHEVER IS GREATER.
- 16. THE UPPER 8" OF AGGREGATE BASE SHALL BE CLASS 2, ¾" MAXIMUM GRADING. WHERE THE BASE THICKNESS EXCEEDS 8", THE DEPTH BELOW 8" MAY BE CLASS 2, 1 1/2" MAXIMUM GRADING. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE COUNTY GENERAL SPECIFICATIONS.

# **GENERAL NOTES-PLACER C**

- 17. ALL WORK WITHIN COUNTY RIGHT-OF-WAY SHALL ENCROACHMENT STATED IN THE ENCROACHMENT PROVISIONS. ATTENTION IS DIRECTED TO ITEMS 2,
- 18. THE CONTRACTOR MUST IMMEDIATELY REINSTALL COURSE OF CONSTRUCTION. ANY SIGNS LOST OR REPLACED OR REPAIRED BY THE CONTRACTOR AS
- 19. THE CONTRACTOR MUST PROVIDE TEMPORARY TR IS DESTROYED DURING TRENCHING OR OTHER WO MAY BE USED. THE TEMPORARY STRIPING MUST B BY THE ENGINEER BEFORE TRENCHING OR OTHER THE EXPENSE OF THE DEVELOPER, SHALL SANDBL THAT ARE TO BE REMOVED.
- 20. THE COUNTY MAY REQUIRE THE CONTRACTOR TO BEEN COMPLETED WITHOUT PROPER COUNTY INSP INSTALLATION IS FOUND NOT TO MEET COUNTY STA ALTERNATIVES SHOWN ON THE PLANS, THE CONTR SUCH IMPROVEMENTS AT THE CONTRACTOR'S EXP
- 21. PRIOR TO ANY ACTIVITY OCCURRING WITHIN THE F INSTALL W20-1 SIGNS IN ACCORDANCE WITH PART SHALL BE PROFESSIONALLY MADE, METAL, REFLEC FOR THE DURATION OF THE PROJECT. THE MINIMU REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE TRAFFIC CONTROL DEVICES SHALL BE REVIEW INSPECTOR. THE INSPECTOR SHALL DIRECT THE INSPECTOR. STRIPING, CONES, BARRICADES, ETC. DURING THE SAFETY.
- 22. UNBALANCED EARTHWORK QUANTITIES MAY REQU THE OFF-SITE FACILITY IF EXPORT/IMPORT EXCEED COUNTY'S GRADING ORDINANCE. IF EXCESS MATER PROJECT ENGINEER SHALL SUBMIT A REVISION TO MATERIAL WILL BE PLACED ON SITE.
- 23. PRIOR TO ANY CONSTRUCTION ACTIVITY OCCURRII ADVANCED SIGNAL LOOPS OR SIGNAL INTERCONN DPWF ROAD DIVISION AT (530) 889-7565 A MINIMUM ( AND REQUEST FROM DPWF MARKING OF THE UNDE PAVEMENT. ANY UNDERGROUND SIGNAL FACILITIE SHALL BE REPLACED OR REPAIRED BY THE CONTR
- 24. THE DEPARTMENT OF PUBLIC WORKS AND FACILIT REFUSAL FOR AC GRINDINGS AND/OR REUSABLE AB MATERIAL THAT IS REMOVED FROM EXISTING PUBLIC ROADWAYS AS PART OF A PRIVATE DEVELOPMENT. CONTRACTOR SHALL NOTIFY DPWF ROAD DIVISION AT (530) 745-7565 AT LEAST 24 HOURS PRIOR TO BEGINNING WORK WITHIN THE PUBLIC ROADWAY TO DETERMINE IF DPWF INTENDS TO RETAIN AC GRINDINGS AND/OR REUSABLE AB MATERIAL. IF DPWF OPTS TO RETAIN ANY MATERIAL THEY WILL PROVIDE THE CONTRACTOR WITH A LOCAL SITE (WITHIN APPROXIMATELY SIX MILES) FOR THE CONTRACTOR TO DEPOSIT, AT CONTRACTOR'S EXPENSE, THE REUSABLE MATERIALS FOR THE BENEFIT OF DPWF. IF DPWF OPTS TO NOT RETAIN ANY MATERIAL THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FINAL MATERIAL DISPOSITION.
- 25. ONLY THE APPROXIMATE LOCATIONS OF THE EXISTING SANITARY SEWER AND OTHER UTILITIES HAVE BEEN SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN THE FIELD AND IMMEDIATELY NOTIFY THE PROJECT ENGINEER IF SAID LOCATION(S) IS SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THIS PLAN. (INCLUDE THIS NOTE WHEN THERE IS AN EXISTING SEWER IN THE PROJECT AREA.)
- 26. PRIOR TO ANY CROSSINGS OF PLACER COUNTY PUBLIC SEWER LINES THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT 811 OR 800 227-2600 A MINIMUM OF 3 BUSINESS DAYS BEFORE MAKING THE CROSSING, AND REQUEST THE MARKING OF THE UNDERGROUND SEWER LINE. IF THE CONTRACTOR IS PLANNING TO EXCAVATE WITHIN 5 FEET ABOVE THE SEWER PIPE OR ANY DEPTH BELOW THE PIPE, THE PLACER COUNTY DEPARTMENT OF PUBLIC WORKS AND FACILITIES (DPWF) SHALL PERFORM A VIDEO CAMERA INSPECTION OF THE SEGMENT OF SEWER LINE TO BE CROSSED, BOTH PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION, AT THE CONTRACTOR'S EXPENSE IN ORDER TO CONFIRM NO DAMAGE TO THE UNDERGROUND LINE AS A RESULT OF THE CONSTRUCTION. WITH PRIOR APPROVAL FROM DPWF, THE CONTRACTOR MAY PERFORM THIS INSPECTION WITH THEIR EQUIPMENT (IF AVAILABLE AND AT THEIR EXPENSE) IF THE INSPECTION IS PERFORMED BY A NASSCO CERTIFIED INSPECTOR USING NASSCO SPECIFICATIONS. ANY DAMAGE TO THE SEWER LINE AS PART OF THIS PROJECT SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF DPWF.

# **CONTRACTOR'S NOTES**

- EXISTING TOPOGRAPHY BASED ON A FIELD SURV MAY 2018.
- THE BENCH MARK VERTICAL DATUM, AND CONTR ON SHEET G1.
- THE CONTRACTOR IS RESPONSIBLE FOR MATCHI LANDSCAPE AND OTHER IMPROVEMENTS WITH S OR APPARENT CHANGES IN GRADES OR CROSS CONDITIONS.
- THE ENGINEER ASSUMES NO RESPONSIBILITY BE CONTAINED HEREIN.
- 5. THE FOLLOWING STANDARDS AND SPECIFICATION PROJECT AND SHALL BE MAINTAINED EXCEPT AS THESE PLANS. ALL REFERENCE STANDARDS AND
- A. TRUCKEE TAHOE AIRPORT DISTRICT
- B. PLACER COUNTY C. CALTRANS
- D. TRUCKEE SANITARY DISTRICT
- E. NORTHSTAR COMMUNITY SERVICES DISTRIC
- THE CONTRACTOR SHALL BE SOLELY RESPONSIE OF THE ABOVE ENTITIES.
- SHOULD IT APPEAR THAT THE WORK TO BE COMP NOT SUFFICIENTLY DETAILED OR EXPLAINED ON A REQUEST FOR INFORMATION (RFI) TO AUERBAC
- ALL LOCATIONS OF EXISTING UTILITIES SHOWN H OR OBTAINED FROM AVAILABLE RECORDS AND S APPROXIMATE ONLY AND NOT NECESSARILY COM CONTRACTOR TO INDEPENDENTLY VERIFY THE A AND TO FURTHER DISCOVER AND AVOID ANY OTHER UTILITIES NOT SHOWN HEREON WHICH MAY BE AFFECTED BY THESE PLANS. THE CONTRACTOR SHALL EXPOSE AND VERIFY ELEVATIONS OF EXISTING UTILITIES AND CONFIRM CLEARANCES OF ALL UTILITY CROSSINGS AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION

OUNTY, CONT'D:	CONTRACTOR'S NOTES	LEGEND
CONFORM TO ALL PROVISIONS OF PERMIT AND EXHIBIT "A", GENERAL	8. CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS.	EXISTING
5, AND 8 OF THE GENERAL PROVISIONS. ANY TRAFFIC SIGNS REMOVED IN THE	9. CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS.	6234
DAMAGED BY THE CONTRACTOR SHALL BE DIRECTED BY THE ENGINEER.	10. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING	$\bigcirc$
RAFFIC STRIPING IF EXISTING DELINEATION DRK. PAINTED MARKINGS OR STRIPING TAPE BE APPROVED FOR MATERIAL AND LAYOUT	SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.	
WORK IS STARTED. THE CONTRACTOR, AT AST ALL TEMPORARY PAINTED MARKINGS	11. THE CONTRACTOR SHALL EXPOSE AND CHECK ELEVATIONS OF EXISTING UTILITIES AND CLEARANCES OF UTILITY CROSSINGS BEFORE CONSTRUCTING NEW PIPELINES.	
UNCOVER ANY IMPROVEMENTS THAT HAVE	12. OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES.	X X -
PECTION AND/OR APPROVAL. IF THE ANDARDS OR PREVIOUSLY APPROVED RACTOR SHALL REMOVE AND REPLACE	NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED.	\$ \$
PENSE. RIGHT-OF-WAY, THE CONTRACTOR SHALL	13. ALL MOBILE CONSTRUCTION EQUIPMENT, INCLUDING ELECTRICAL GENERATORS AND COMPRESSORS, UTILIZED DURING CONSTRUCTION SHALL BE PROPERLY MAINTAINED AND TUNED UP AS PRACTICAL LOW EMISSION FOURMENT SHALL BE USED ONSITE LOW SHI FUR	-\$
6 OF THE CALIFORNIA MUTCD. THE SIGNS CTORIZED AND PLACED ON WOODEN POSTS	TUNED-UP. AS PRACTICAL, LOW EMISSION EQUIPMENT SHALL BE USED ONSITE. LOW SULFUR FUEL FOR CONSTRUCTION EQUIPMENT SHALL BE USED.	
IM SIZE SHALL BE 36". THE SIGNS SHALL BE . THE PLACEMENT, TYPE AND LOCATION OF VED AND APPROVED BY THE COUNTY	14. TEMPORARY POWER IF REQUIRED SHALL UTILIZE EXISTING POWER SERVICES OR CLEAN FUEL GENERATORS RATHER THAN TEMPORARY POWER GENERATORS.	
ISTALLATION OR CHANGES TO SIGNS, COURSE OF CONSTRUCTION FOR TRAFFIC	15. THE CONTRACTOR SHALL KEEP DETAILED RECORDS AND AS-BUILTS SHOWING ALL MODIFICATIONS MADE TO THESE PLANS. THESE RECORDS AND AS-BUILTS SHALL BE PROVIDED TO THE ENGINEER UPON PROJECT COMPLETION FOR USE IN PREPARING RECORD DRAWINGS.	
JIRE A SEPARATE GRADING PERMIT FOR	16. ALL TEST PITS SHALL BE RE-EXCAVATED, AND BACKFILLED AND COMPACTED PER THE	OR (16P)
DS 250 CUBIC YARDS AS REQUIRED BY THE RIAL WILL BE PLACED ON SITE, THEN THE THE PLANS SHOWING WHERE THE EXCESS	GRADING ORDINANCE UNDER THE SUPERVISION OF THE GEOTECHNICAL ENGINEER. REFER TO GEOTECHNICAL REPORT FOR LOCATIONS OF ALL TEST PITS AND CORING LOCATIONS.	) w
	17. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH ALL WARRANTIES OR GUARANTEES PROVIDED BY ANY SUPPLIER, DISTRIBUTOR, OF MANUFACTURER OF MATERIALS OR SUPPLIES	— — ss —
NG WITHIN 200 FEET OF A TRAFFIC SIGNAL, ECTS, THE CONTRACTOR SHALL CONTACT OF 72 HOURS BEFORE BEGINNING WORK,	USED IN THE CONSTRUCTION OF THE IMPROVEMENTS INDICATED IN THESE PLANS. THESE WARRANTIES OR GUARANTEES SHALL BE PROVIDED IN ADDITION TO ANY WARRANTIES OR GUARANTIES SEPARATELY REQUIRED BY THE OWNER FROM THE CONTRACTOR.	GAS
ERGROUND SIGNAL FACILITIES ON THE S LOST OR DAMAGED BY THE CONTRACTOR ACTOR AS DIRECTED BY THE ENGINEER.	18. NO BURNING OF CONSTRUCTION DEBRIS OR OTHER ILLEGAL MATERIALS IS ALLOWED.	JT
IES (DPWF) SHALL HAVE FIRST RIGHT OF	19. DURING CONSTRUCTION, THE CONTRACTOR SHALL MINIMIZE IDLING TIME TO A MAXIMUM OF 5 MINUTES FOR ALL DIESEL POWERED EQUIPMENT. SIGNS SHALL BE POSTED IN THE DESIGNATE QUEUING AREAS OF THE CONSTRUCTION SITE TO REMIND OFF-ROAD EQUIPMENT OPERATORS	ЭDт

THAT IDLING IS LIMITED TO A MAXIMUM OF 5 MINUTES. IDLING OF CONSTRUCTION-RELATED

EQUIPMENT AND CONSTRUCTION RELATED VEHICLES IS NOT RECOMMENDED WITHIN 1,000

	DR D.S.
VEY COMPLETED BY AUERBACH ENGINEERING,	E (E) ECR
ROL POINTS FOR THE PROJECT ARE PRESENTED	ELEV. ELL E.O.P.
IING EXISTING STREETS, SURROUNDING SMOOTH TRANSITIONS AND AVOIDING ANY ABRUPT SLOPES, LOW SPOTS OR HAZARDOUS	ES EVC FCA FG FH
EYOND THE ADEQUACY OF HIS DESIGN	FL FLA FRP
ONS ARE REQUIREMENTS APPLICABLE TO THIS S EXPLICITLY MODIFIED OR SUPPLEMENTED BY D SPECIFICATIONS ARE THE LATEST EDITIONS.	G GR GB GV H HDPE HP HT. LE.
IBLE FOR COORDINATING THE WORK WITH EACH	I.P. INV JP
IPLETED, OR ANY MATTER RELATIVE THERETO, IS I THESE PLANS, THE CONTRACTOR SHALL SUBMIT ACH ENGINEERING.	JT L.F. LP LPG
HAVE BEEN ESTABLISHED BY FIELD OBSERVATION SHOULD THEREFORE BE CONSIDERED MPLETE. IT IS THE SOLE RESPONSIBILITY OF THE ACCURACY OF THE UTILITY LOCATIONS SHOWN	LS LT MAX M.B. MCA

#### CORRUGATED METAL PIPE CO CLEAN OUT CONC CONCRETE CONST CONSTRUCT CPLG COUPLING CR CURB RETURN COURT DET DETAIL DROP INLET DUCTILE IRON PIPE DRIVE DOUBLE SERVICE EAST OR ELECTRICAL EXISTING END CURB RETURN EV. ELEVATION

BEGINNING VERTICAL CURVE

FEET OF ANY SENSITIVE RECEPTOR.

ABBREVIATIONS

A.C.

ΔP

ASPH.

ARV

BC

BFV

BM

BOP

BVC

СТ

D

CATV

APPROX.

AGGREGATE BASE

AIR RELEASE VALVE

BUTTERFLY VALVE

CABLE TELEVISION

ALUMINUM PIPE

ASPHALT

APPROXIMATE

**BEGIN CURVE** 

BENCH MARK

CENTER LINE

BOTTOM OF PIPE

ASPHALT CONCRETE PAVEMENT

ELBOW EDGE OF PAVEMENT EDGE OF SHOULDER END OF VERTICAL CURVE FLANGED COUPLING ADAPTER FINISH GRADE FIRE HYDRANT FLOW LINE OR FLANGE FLANGE FIBERGLASS REINFORCED PLASTIC GAS GRATE GRADE BREAK GATE VALVE HORIZONTAL HIGH DENSITY POLYETHYLENE HIGHT POINT HEIGHT INVERT ELEVATION IRON PIPE INVERT ELEVATION JOINT POLE JOINT TRENCH LINEAR FOOT LOW POINT LIQUEFIED PETROLEUM GAS LUMP SUM

LEFT

(MH)

MHW

MJ

MAXIMUM

ADAPTER

MACHINE BOLTS

**EXISTING MANHOLE** 

MEAN HIGH WATER

MECHANICAL JOINT

MECHANICAL COUPLING

W/

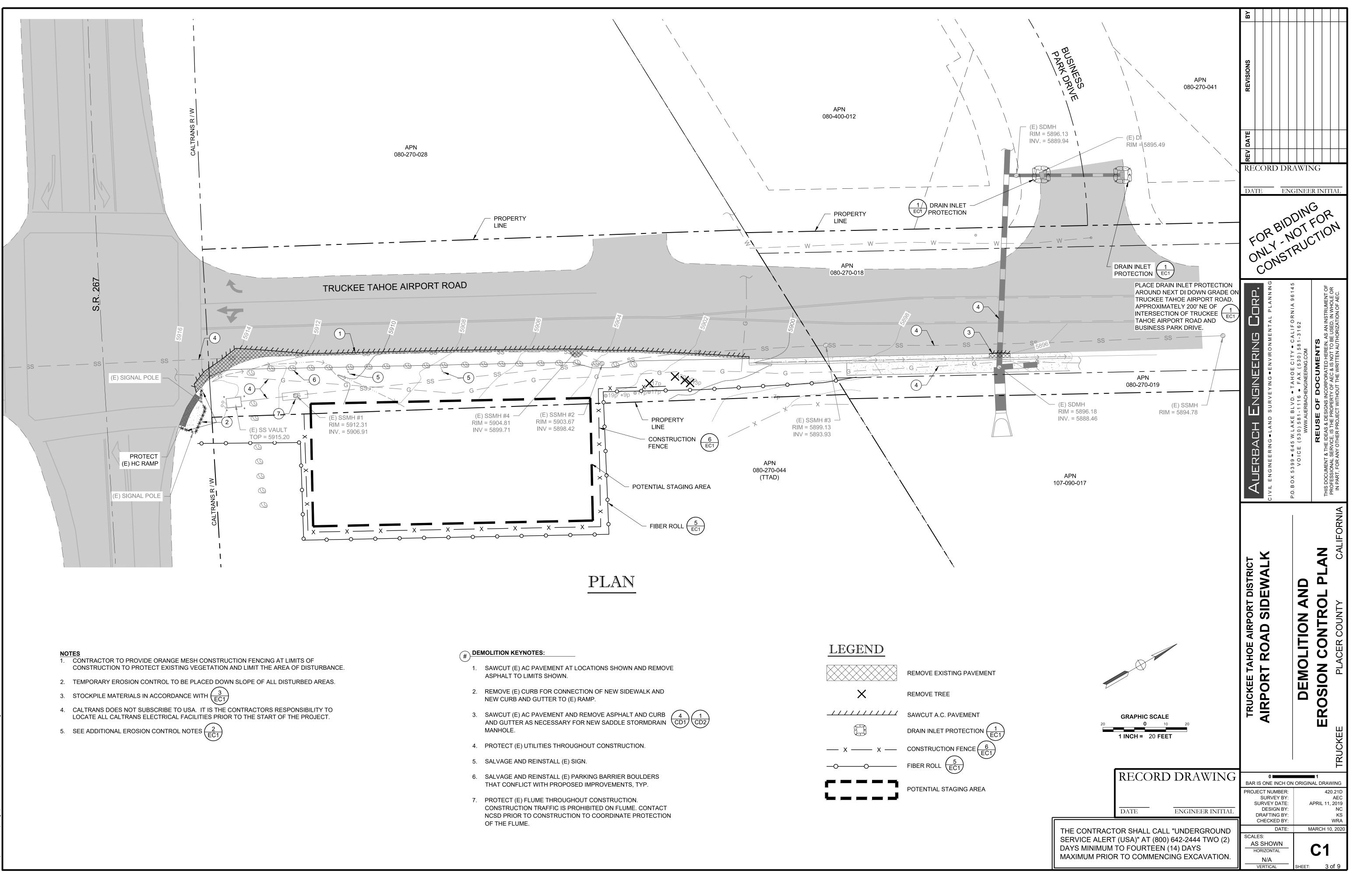
WV

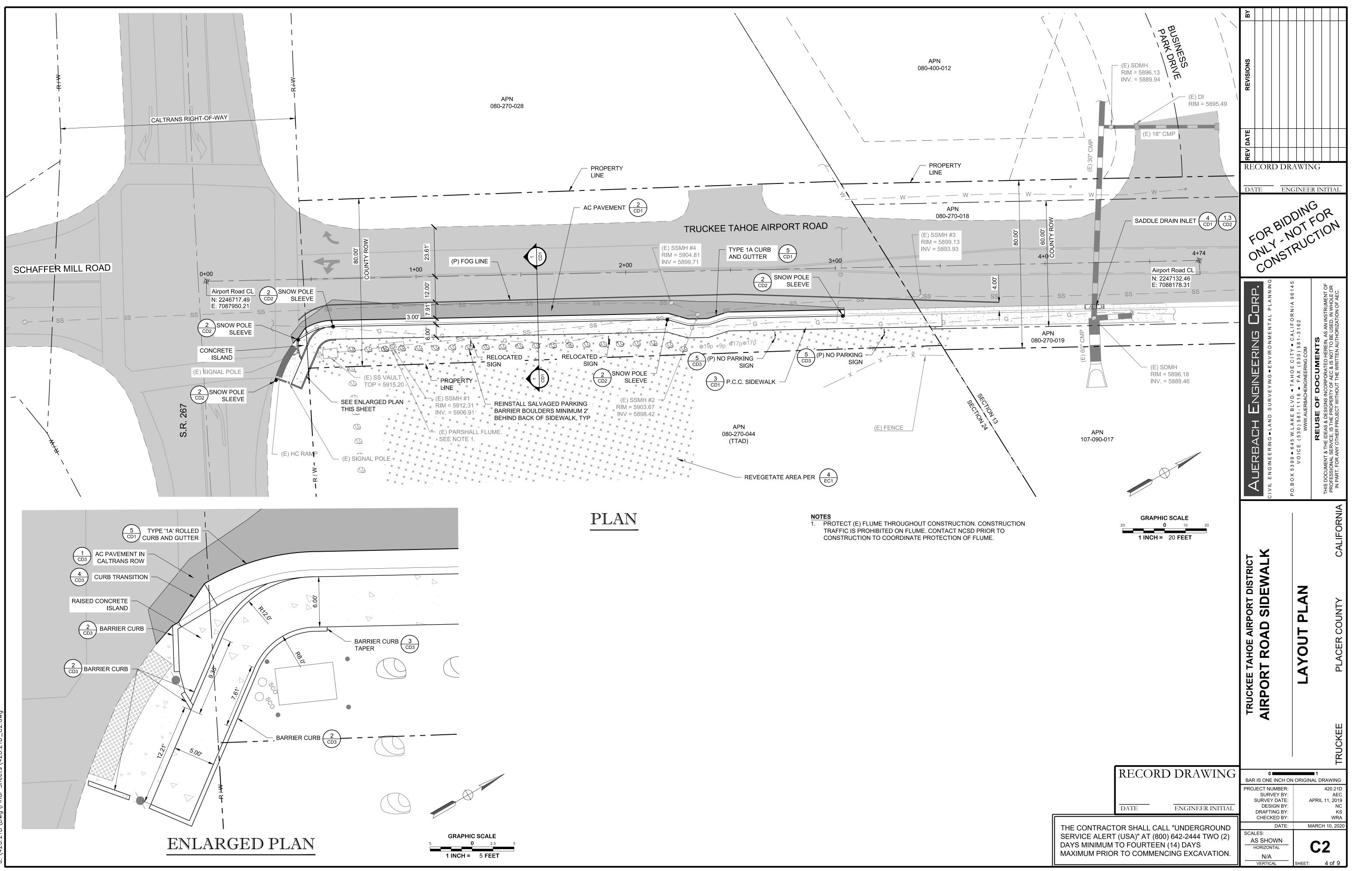
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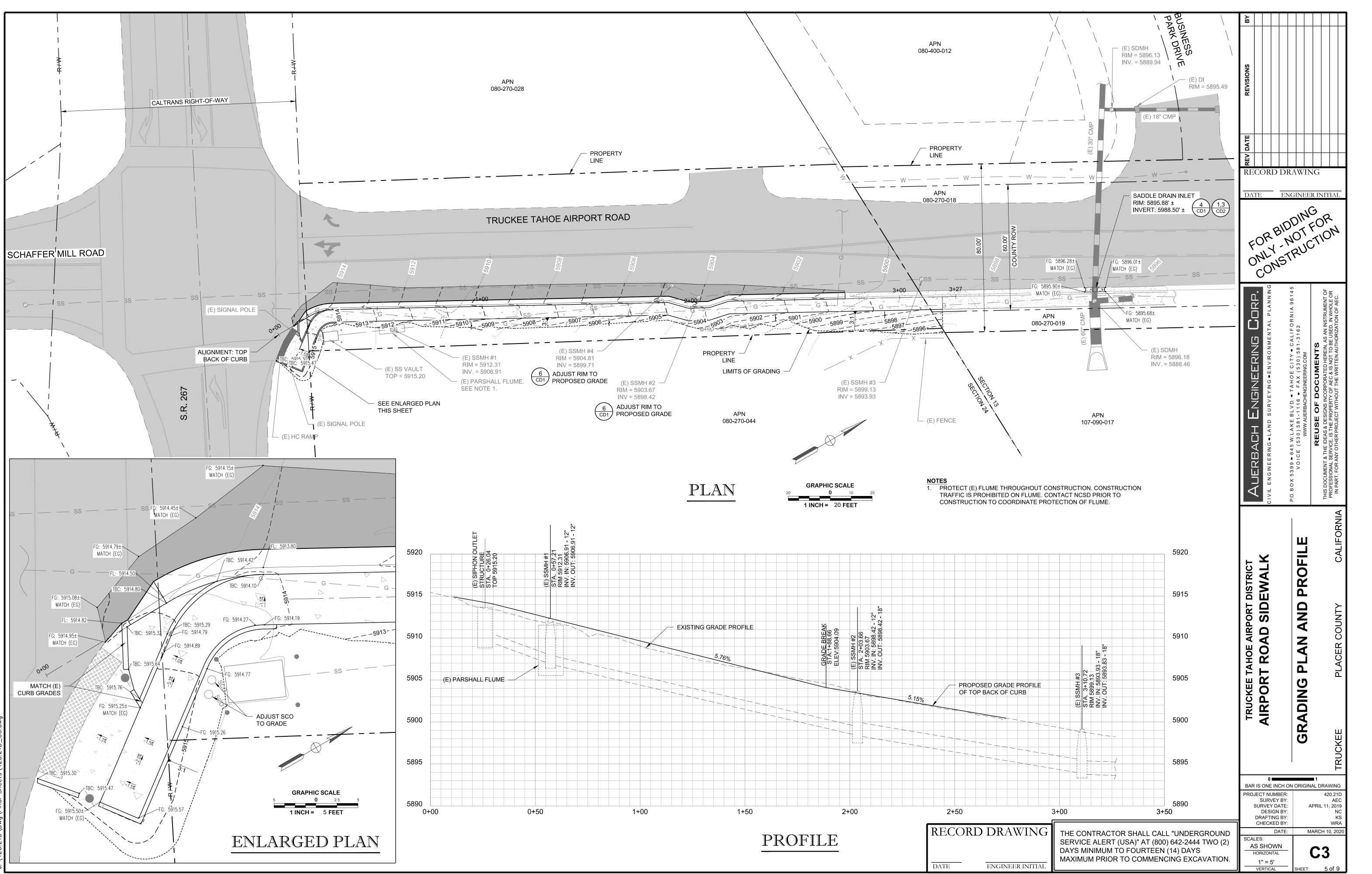
WATER VALVE

	MINIMUM
MIN MWUG	MONITORING WELL UNDERGROUND
N	NORTH
(N)	NEW
NIC	NOT IN CONTRACT
NT	NO TAG
OHE	OVERHEAD ELECTRIC
OHU	OVERHEAD UTILITY
OMPI	OPEN METAL PIPE INLET
Р	POWER
PC	POINT OF CURVE OR PROPERTY
	CORNER
PCC	PORTLAND CEMENT CONCRETE
PE	PLAIN END
PERF	PERFORATED
PI	POINT OF INTERSECTION
£	PROPERTY LINE
PO POT	PUSH ON JOINT POINT OF TANGENT
PP	POWER POLE OR PERFORATED PIPE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RC	RELATIVE COMPACTION
RB	REBAR
RET	RETAINING
RFCA	RESTRAINED FLANGED COUPLING
	ADAPTER
RMJ	RESTRAINED MECHANICAL JOINT
RPO	RESTRAINED PUSH ON JOINT
RR	RAILROAD
RT	RIGHT
· · · ·	RIGHT OF WAY
S SD	SOUTH OR SLOPE STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SHLD	SHOULDER
SHT	SHEET
SGL.S.	SINGLE SERVICE
SS	SANITARY SEWER
STA	STATION
STD	STANDARD
SSMH	SANITARY SEWER MANHOLE
SW	SIDEWALK
Т	TELEPHONE
TBC	TOP BACK OF CURB
TBH	TOP OF BULK HEAD
TELE	TELEPHONE
TRANS	TRANSFORMER
TSC TSCW	TOP OF STONE COLUMN TOP OF STONE COLUMN WALL
TSW	TOP OF SEAT WALL
TV	CABLE TELEVISION
TW	TOP OF WALL
(TYP)	TYPICAL
TOP	TOP OF PIPE
TOS	TOP OF SLOPE
TOW	TOP OF WALL
TP	TELEPHONE POLE
UGE	UNDERGROUND ELECTRIC
V	VERTICAL
W	

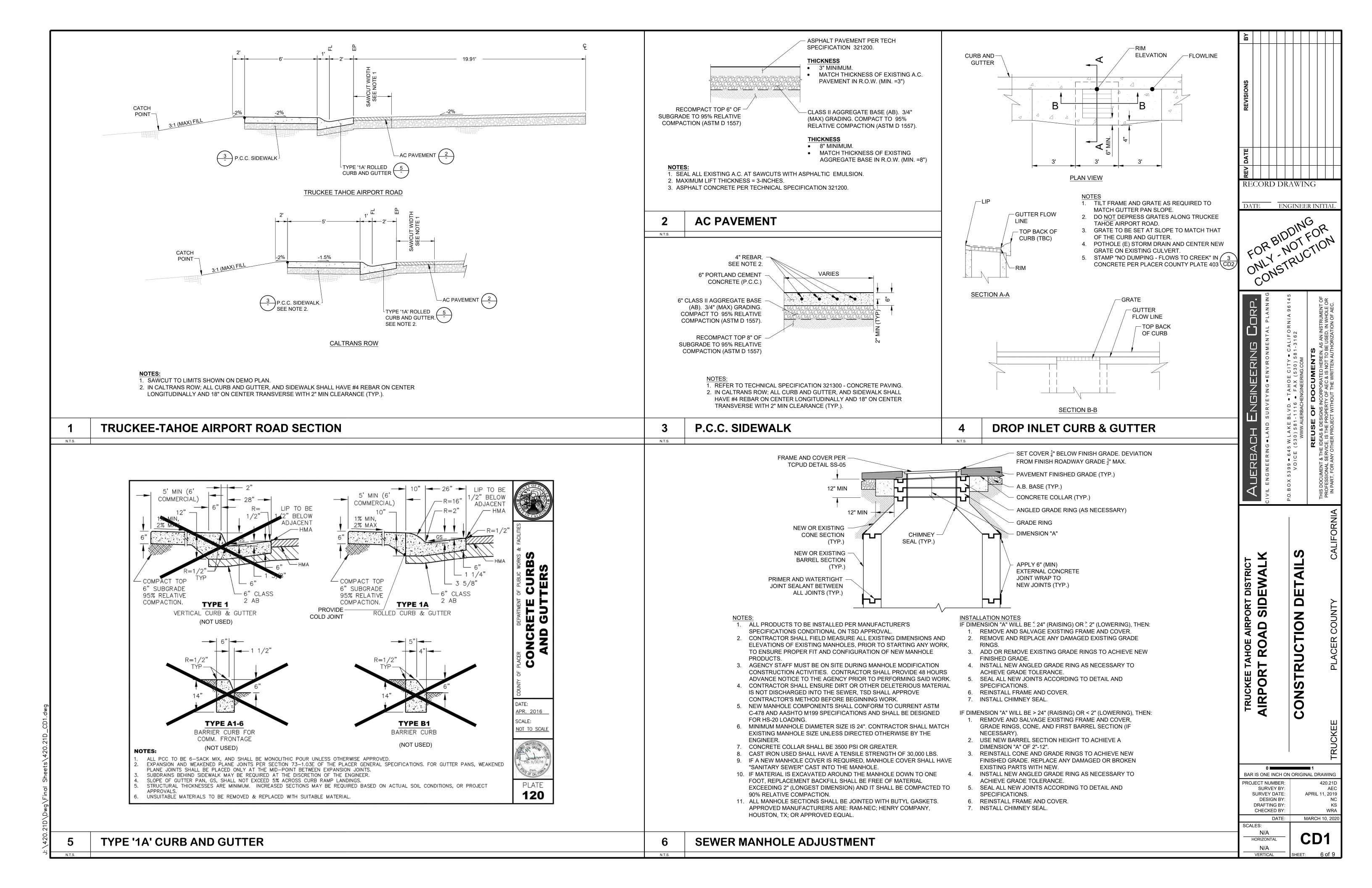
			B →	
<ul> <li>INDEX CONTOUR</li> <li>INTERMEDIATE CONTOUR</li> <li>BOULDER</li> <li>CONCRETE</li> <li>EDGE OF PAVEMENT</li> <li>FLOWLINE</li> <li>FENCE</li> </ul>	PROPOSED623462356235	INDEX CONTOUR INTERMEDIATE CONTOUR AC PAVEMENT GRADING LIMITS SAWCUT SS MANHOLE SS CLEANOUT	DATE REVISIONS BY	
FIRE HYDRANT LIGHT POWER POLE PROPERTY LINE DRIP LINE TRENCH VEGETATED SWALE STORM DRAIN INLET TREE (SIZE VARIES) WATER LINE SS LINE GAS LINE	$ \xrightarrow{\text{ss}} $	SS LINE DITCH FLOWLINE CONSTRUCTION FENCE FIBER ROLL STORM DRAIN INLET SNOW POLE SLEEVE	RECORD DR DATE ENC DATE ENC FOR BIDI FOR BIDI FOR BIDI FOR STONEST	GINEER INITIAL
<ul> <li>STORM DRAIN</li> <li>JOINT TRENCH</li> <li>UNDERGROUND ELECTRIC</li> <li>UNDERGROUND TELEPHONE</li> </ul>			AUERBACH ENGINEERING COR	VOICE (530) 581-1116 • FAX (530) 581-3162 WWW.AUERBACHENGINEERING.COM <b>REUSE OF DOCUMENTS</b> CUMENT & THE IDEAS & DESIGNS INCORPORATED HEREIN, AS AN INSTRUM SIONAL SERVICE, IS THE PROPERTY OF AEC & IS NOT TO BE USED, IN WHO ST, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF
			TRUCKEE TAHOE AIRPORT DISTRICT AIRPORT ROAD SIDEWALK	GENERAL NOTES,ABBREVIATIONS, AND LEGENDTRUCKEEPLACER COUNTYCALIFORNIA
SERVICE AL	DATE -	42-2444 TWO (2)	BAR IS ONE INCH ON PROJECT NUMBER: SURVEY BY: SURVEY DATE: DESIGN BY: DRAFTING BY: CHECKED BY: DATE: SCALES: N/A	1 ORIGINAL DRAWING 420.21D AEC APRIL 11, 2019 NC KS WRA MARCH 10, 2020
	IUM TO FOURTEEN (14 RIOR TO COMMENCIN		HORIZONTAL N/A VERTICAL	<b>G2</b> SHEET: 2 of 9

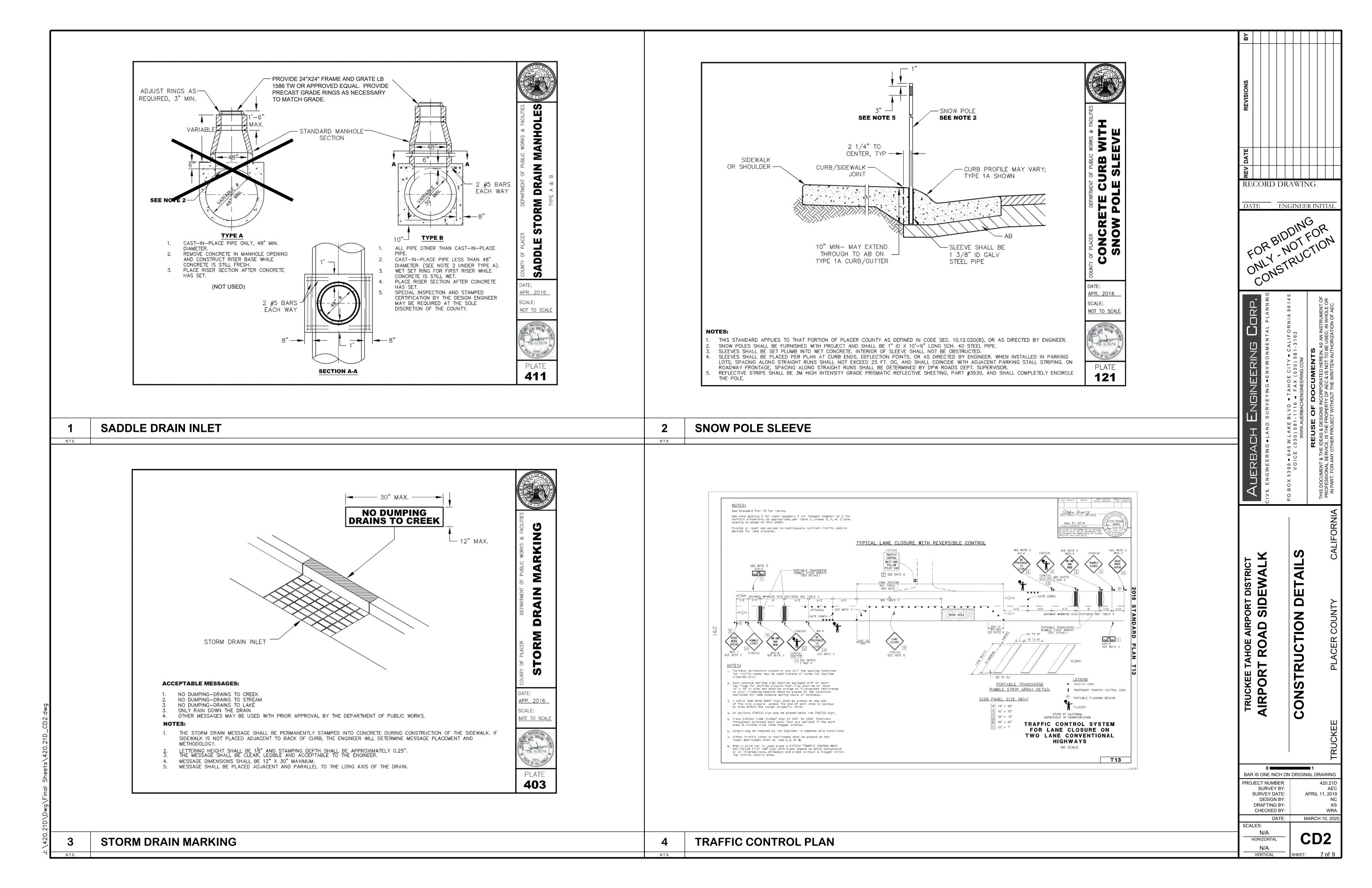


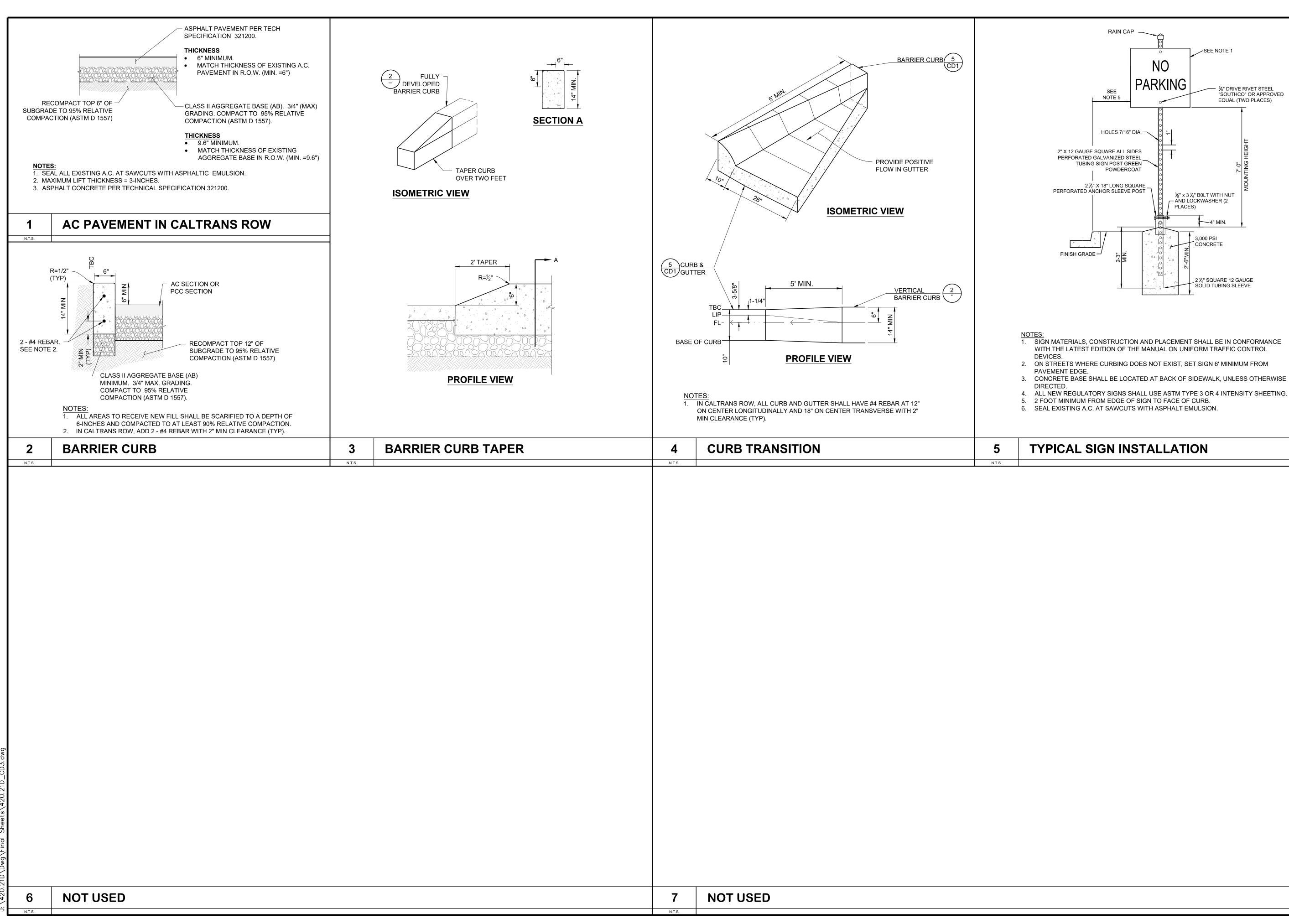


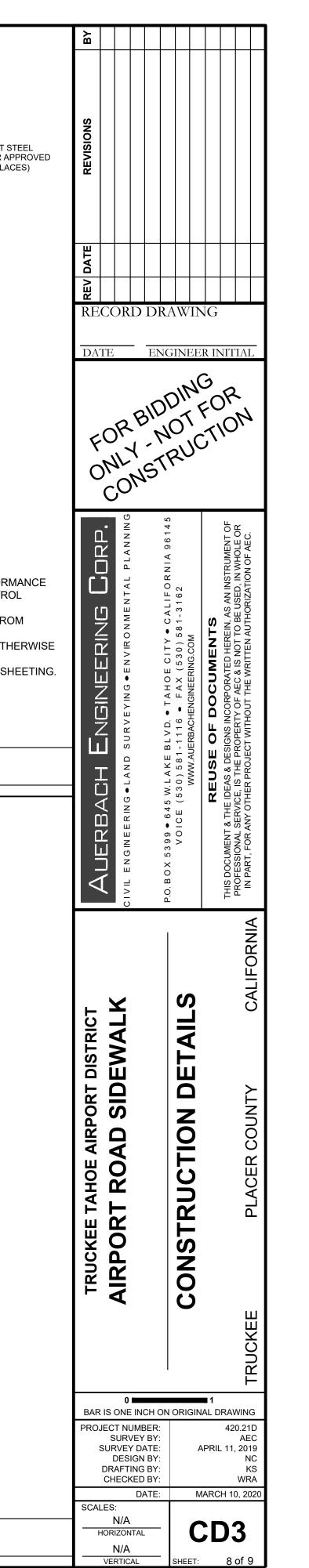


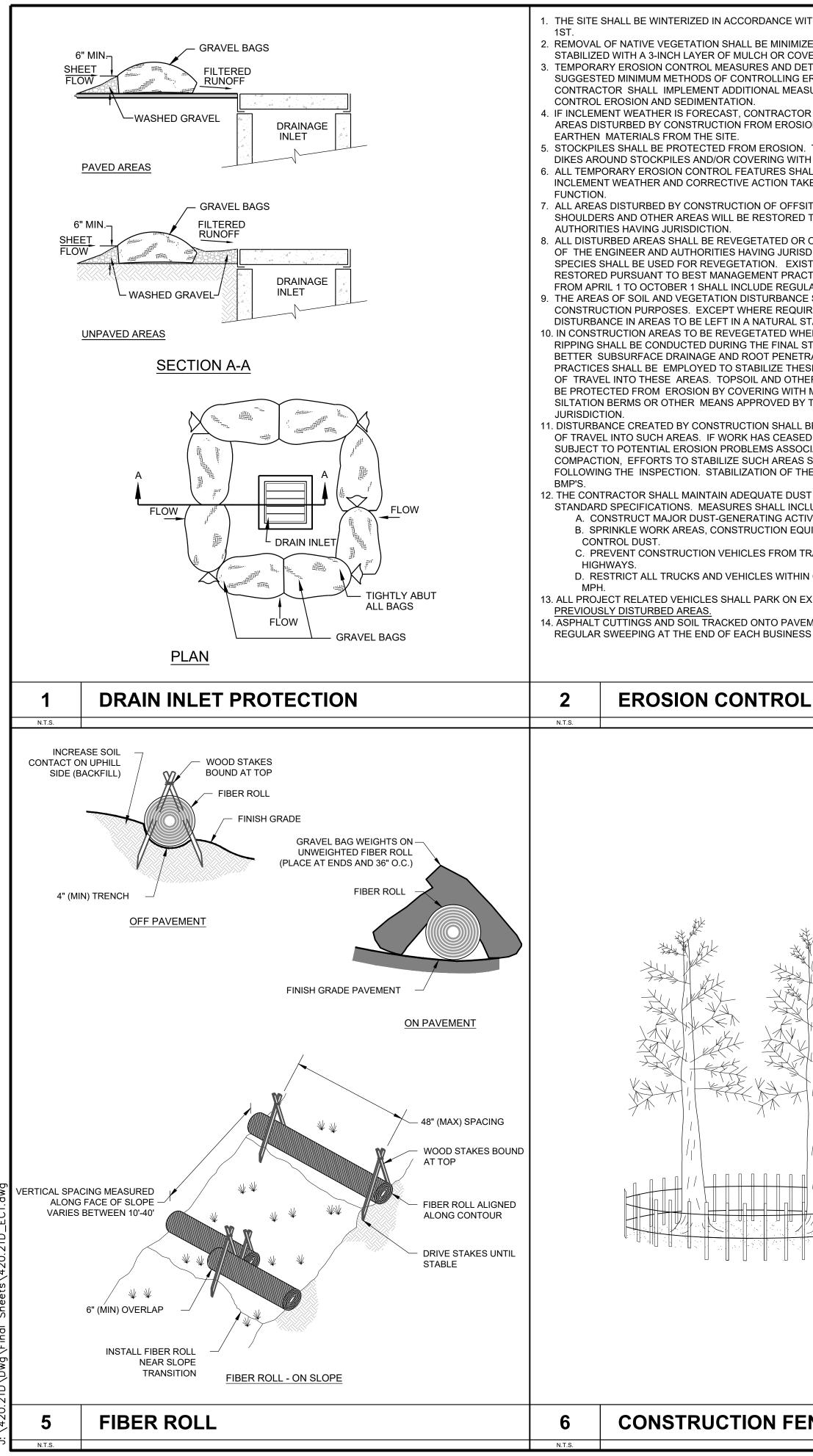
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TH THESE NOTES FROM OCTOBER 15TH TO MAY			
ED. ALL DISTURBED AREAS SHALL BE 'ERED WITH AN EROSION CONTROL BLANKET. TAILS AS SHOWN ON THIS PLAN ARE ROSION DURING CONSTRUCTION. THE SURES AS DICTATED BY FIELD CONDITIONS TO		<b>REVEGI</b> 1. PRIOR	
R SHALL TAKE NECESSARY STEPS TO PROTECT ON AND/OR SUBSEQUENT DISCHARGE OF			COMPLETI MENT ARE IPACT ANI
THIS MAY CONSIST OF PLACING FILTER FABRIC H PLASTIC SHEETING. ILL BE INSPECTED WEEKLY AND PRIOR TO EN AS NECESSARY TO INSURE PROPER		4. TOPSO	il Shall e Es of tili Izer (bios
TE UTILITIES, INCLUDING ROADWAY SURFACES, TO THE SATISFACTION OF THE ENGINEER AND	6 MM (MIN)	7. PINE N	EEDLE MU
OTHERWISE PROTECTED TO THE SATISFACTION DICTION. ONLY NATIVE BRUSH AND GRASS TING AREAS OF DISTURBANCE SHALL BE TICES (BMP'S). REVEGETATION UNDERTAKEN AR WATERING TO ENSURE ADEQUATE GROWTH. E SHALL BE LIMITED TO THAT REQUIRED FOR RED FOR ACCESS, THERE SHALL BE NO TATE. ERE THE SUBSOIL LAYER HAS BEEN COMPACTED,		Mokelu	Species ( / ildrye (Stan cc mne or El Do elevati uirreltail, Hig
TAGES TO LOOSEN SOIL, ALLOWING FOR RATION. APPROPRIATE REVEGETATION SE AREAS IMMEDIATELY FOLLOWING CESSATION ER FILL MATERIAL TEMPORARILY STORED SHALL MULCH OR A COVER CROP, OR BY USE OF THE ENGINEER AND AUTHORITIES HAVING	WEIGHTED FIBER ROLL OR NON-WEIGHTED FIBER ROLL WITH GRAVEL BAGS AT END AND EVERY 36" FLAP FOR ACCESS, WEIGH-DOWN WHEN NOT IN USE (OVERLAP 10" MIN)	Lupine (	Brow e bitterbrush Tahoe collec ect to appro Shermar Wa
BE STABILIZED WITHIN 24 HOURS OF CESSATION D IN AN AREA OR IF AN AREA IS FOUND TO BE CIATED WITH VEGETATION LOSS AND SOIL SHALL BE INITIATED THE NEXT WORK DAY IESE AREAS SHALL BE CARRIED OUT UTILIZING	NOTES: 1. LOCATE STOCK AND/OR SPOIL PILES AWAY FROM DRAINAGE COURSES, DRAIN INLETS OR		re Live Seed. on percentage
T CONTROL PER SECTION 10 OF THE CALTRANS LUDE BUT NOT BE LIMITED TO THE FOLLOWING: VITIES WHEN WIND VELOCITIES ARE LOW. JIPMENT TRAVEL ROUTES, AND EQUIPMENT TO RACKING MUD ONTO NEIGHBORING ROADS AND	<ul> <li>CONCENTRATED FLOWS OF STORMWATER.</li> <li>ALL STOCK AND/OR SPOIL PILE PERIMETERS SHALL BE PROTECTED WITH TEMPORARY LINEAR SEDIMENT BARRIERS.</li> <li>COVER ALL STOCK AND/OR SPOIL PILES WITH 6 MM PLASTIC, CANVAS TARP OR IMPERVIOUS COVER TO PREVENT WIND AND RAIN EROSION. EVENLY SPACE WEIGHTS (GRAVEL BAGS) ON COVER TO KEEP IN PLACE DURING WIND.</li> </ul>		<b>RITERIA:</b> DNE: 30% \ EMENT RE
I CONSTRUCTION SITE TO A MAX. SPEED OF 15	<ol> <li>CONDUCT REGULAR INSPECTIONS OF STOCK AND/OR SPOIL PILES DURING AND AFTER RAIN EVENTS</li> <li>VERY LARGE STOCK AND/OR SPOIL PILES MAY REQUIRE SILT FENCE IN LIEU OF FIBER ROLLS.</li> </ol>	DURING	ORING SHA G THE HEIG ILL OCCUF
XISTING PAVED SURFACES OR <u>EXISTING</u> MENT SHALL BE REMOVED THROUGH S DAY.	<ol> <li>REMOVE SPOIL PILES FROM CONSTRUCTION SITE AS SOON AS POSSIBLE.</li> <li>STOCK/SPOIL PILES MUST BE STORED WITHIN THE APPROVED STAGING AREA.</li> </ol>	MET, RE WILL BE	DRING SHA ETREATME E REQUIRE
		UNTIL	HE SUCCI
NOTES	3 STOCKPILE MANAGEMENT	<b>4</b>	RE
View       DRIP LINE         View       View         View       Synthetic Mesh         Fence with steel       Fence with steel         Fence support       Posts At 10' O.c.			

# ON NOTES:

TRUCTION REMOVE AND STOCKPILE TOPSOIL FROM AREA TO BE DISTURBED. TON OF WATERLINE, APPLY WOOD CHIPS TO A DEPTH OF 2-INCHES OVER ENTIRE EA.

ND MIX WOOD CHIPS INTO THE SOIL TO A DEPTH OF 12-INCHES. BE REAPPLIED OVER THE THE DECOMPACTED AREA AND RAKED INTO THE TOP LLED MATERIAL.

DSOL OR APPROVED EQUAL) SHALL BE APPLIED AT A RATE OF 1,500 POUNDS PER

L BE APPLIED AND LIGHTLY RAKED INTO THE TOP 1/4-INCH OF SOIL. IULCH SHALL BE HAND APPLIED TO A DEPTH OF 2-INCHES.

(Common Name)	Species (Botanical name)	PLS <sup>1</sup> lb/ac
nislaus 5000 or hi elevation collection)	<i>Elymus glaucus</i> (Stan 5000)	3.0
Dorado Brome (or other high tion collection)	Bromus carinatus (Mokelumne)	4.0
igh elevation collection	Elymus elymoides ssp. elymoides (Sierra)	2.0
own's Peony	Paeonia Brownii	2.0
h (+5500 ft. Sierra collection)	Purshia tridentata	1.0
ection-relative to availability- oval by project engineer)	Lupinus argenteus	1.0
an Big Bluegrass	Poa ampla	1.0
/ax Currant	Ribes cereum	0.5
	TOTAL PLS lb/ac RATE	14.5

<sup>th</sup> represents the amount of seed that is expected to grow. PLS is calculated by determining the e and the purity of the seed. Actual bulk pounds applied will be greater than the PLS amount.

VEGETATIVE COVER, 98% MULCH COVER, NO BARE AREAS GREATER THAN 9 SF. RESPONSE: RESEED, REMULCH, OR FULL RETREATMENT AS NEEDED. HALL BE DONE THE YEAR FOLLOWING TREATMENT. MONITORING SHALL BE DONE EIGHT OF THE GROWING SEASON WHEN GRASSES HAVE SET SEED. TYPICALLY, JR IN JUNE-JULY DEPENDING ON SNOW MELT AND OTHER CLIMATE FACTORS. HALL OCCUR ONCE. FOLLOWING MONITORING, IF SUCCESS CRITERIA ARE NOT MENT PER 'MANAGEMENT RESPONSE' SECTION OF SUCCESS CRITERIA TABLE RED AND ADDITIONAL MONITORING WILL BE REQUIRED THE FOLLOWING YEAR, CESS CRITERIA ARE MET.

# **EVEGETATION SPECIFICATIONS**

TRUCKEE TAHOE AIRPORT DISTRICT AIRPORT ROAD SIDEWALK	EROSION CONTROL DETAILS	TRUCKEE PLACER COUNTY
RPORT DISTRICT SIDEWALK	ROL DETAILS	DUNTY CALIFORNIA
AUERBACH ENGINEERING CORP.	P.O. BOX 5399 • 645 W. LAKE BLVD. • TAHOE CITY • CALIFORNIA 96145 VOICE (530) 581-1116 • FAX (530) 581-3162 WWW.AUERBACHENGINEERING.COM	REUSE OF DOCUMENTS THIS DOCUMENT & THE IDEAS & DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF AEC & IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF AEC.
FOR	ENGINER 3IDDIN 3	G FORN CTION
ABRECORD		
REVISIONS		

# STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT

TR-012	20 (REV 6/2012)		0319-NCS1421				
In co	mpliance with (Check on	e):	Dist/Co/Rte/PM 03-PLA-267 PM .253 to F	PLA-267 PM .253			
	in the second	December 30, 2019	Date April 7, 2020				
X	Your application of		Fee Paid <b>\$</b> Exempt	Deposit <b>\$ N/A</b>			
	Utility Notice No of		Performance Bond Amount (1) \$ N/A	Payment Bond Amount (2) \$ N/A			
	Agreement No.	of	Bond Company				
	R/W Contract No of		Bond Number (1)	Bond Number (2)			
TO:	Truckee Tahoe Airpo	ort District	420.21D	а 2			
	10356 Truckee Airpo Truckee, CA 96161	ort Road					
	Attn: Kevin Smith		. PERMITTEE				

Dames it bla

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Connect sidewalk to an existing ADA curb ramp, reconstruct existing damaged curbs and place additional pavement at the curb ramp located on the south east corner of State Route 267 and Truckee Airport Road as shown on the attached plans received on March 10, 2020. In addition to the General and Special Provisions, the following conditions apply:

1. Permittee must arrange the onsite pre-construction meeting with the Caltrans representative a minimum of two (2) weeks prior to the start of work to discuss scope of work, schedule, and Traffic Control Plans (TCP).

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The f	followi	ng atl	achm	ents are also included as part of this permit (Check applicable):	100 C 10 C 100 C 1	ddition to	Contraction of the contraction o		nittee will
XY	Yes	$\overline{\Box}$	No	General Provisions	bei	ollieu act	uarco	sis ior.	
	Yes	X	No	Utility Maintenance Provisions		Yes	X	No	Review
XY	Yes		No	Special Provisions T-9 ,T-10, T-13, TR-0400		Yes	$\mathbf{X}$	No	Inspection
Y	Yes	$\mathbf{X}$	No	A Cal-OSHA permit, if required: Permit No	X	Yes		4435	Field work
Y	Yes	X	No	As-Built Plans Submittal Route Slip for Locally Advertised Projects		Tes			Field Work
Y	Yes	X	No	Storm Water Pollution Protection Plan		(If any C	altrans	effort e	xpended)

Yes X No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This	ermitis	void un	less the	work is	complete	dbefore
11113	Gunnera	void un	1033 110	WOIN 13	complete	

December 1, 2020

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained

Al Reed, Permit Inspector	APPROVED:	
cc: Steve Hardie, Nevada City Maint. Station	AMARJEET BENIPAL, District Director	
8 N.D.	BY: HIKMAT BSAIBESS, District Permit Engineer	

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

3. Shoulder/Lane closure requests (including "Road Work Ahead" type signs in shoulder) must be submitted to the Caltrans representative via email (with the form filled out) by <u>NOON</u> on the Monday preceding the week of planned work, i.e. if you need a closure for a Friday, you must make that request on the Monday of the preceding week (11 days prior). Requests received after <u>NOON</u> on Monday will not be processed until the following Monday.

4. Lane or shoulder closures are not authorized unless approved by Caltrans' Traffic Management Center (TMC). <u>All closures</u> and canceled closures must be called in to TMC dispatch at 916-859-7900 at the beginning and end of each scheduled closure. Failure to do so could result in denial of future closure requests.

5. Permittee must keep a log of all closures called in to TMC (10-97 closure up, 10-98 closure down, and 10-22 canceled closure), and the name of the dispatch person at the TMC. A copy of the log must be provided via e-mail to the Caltrans representative at the end of each week, no later than close of business on Friday.

6. Notwithstanding General Provision #4, your contractor must obtain an encroachment permit (double permit) prior to starting work. A deposit of \$492.00 is to be submitted with the contractor's double permit application.

7. Caltrans is not a member of USA (Underground Service Alert). It is the responsibility of the permittee to locate and protect all Caltrans' facilities, including, but not limited to, traffic loops within the project limits. Your attention is directed to Provision #31 for restoration and repair of any damages to Caltrans' facilities.

8. All disturbed soil areas must be stabilized and rehabilitated at the end of the project.

9. No sediment is allowed to be tracked onto the highway. Any sediment that is tracked onto the roadway must be swept immediately. Sediment must not be removed by washing/flushing with water.

The Caltrans representative's contact information is: Al Reed - Cell: (530) 755-6688, Email: albert.l.reed@dot.ca.gov

- 1. AUTHORITY: The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- **REVOCATION:** Encroachment permits are revocable on 2. five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
- ASSIGNMENT: This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway System, and the Permittee may not assign this permit.
- 5. ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway System.
- 6. BEGINNING OF WORK: When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

- 8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
- 11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
- 12. PERMITS FROM OTHER AGENCIES: This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.

13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest

crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, Public Safety, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

- MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. COST OF WORK: Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.

- 21. ACTUAL COST BILLING: When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
  - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
- 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the

Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:

- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
- b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

# 26. ENVIRONMENTAL:

- a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations

to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- 27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty

of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors and their subcontractors under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

29. NO PRECEDENT ESTABLISHED: This encroachment permit is issued with the understanding that it does not establish a precedent.

- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
  - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
    - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
    - That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
    - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
    - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
  - b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the Permittee agrees to properly maintain any encroachment. This assurance requires the Permittee to provide inspection and repair any damage, at Permittee's expense, to State facilities resulting from the encroachment.

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32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued. The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

- 33. PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY: State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
- 34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT: Attention is directed to Section 12-4.02A(3) Submittals, of the Department's Standard Specifications, for lane closure requests submittals requirements and schedules. The Permittee must notify the Department's representative and the Traffic Management Center (TMC) before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all lane

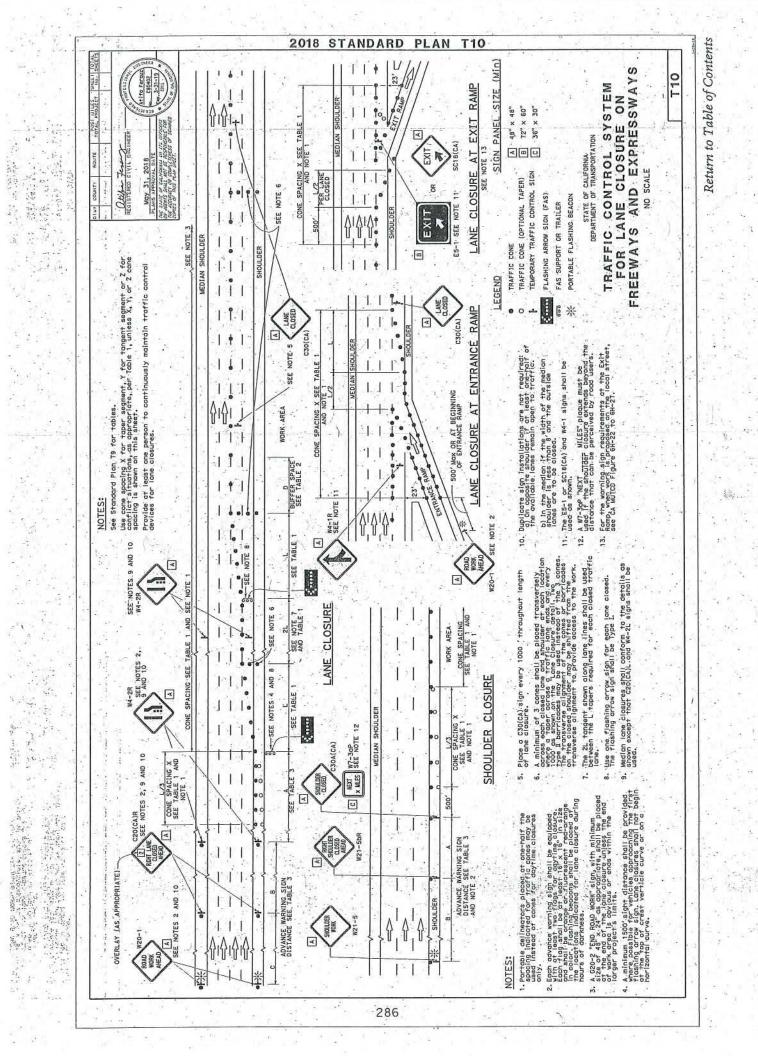
closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

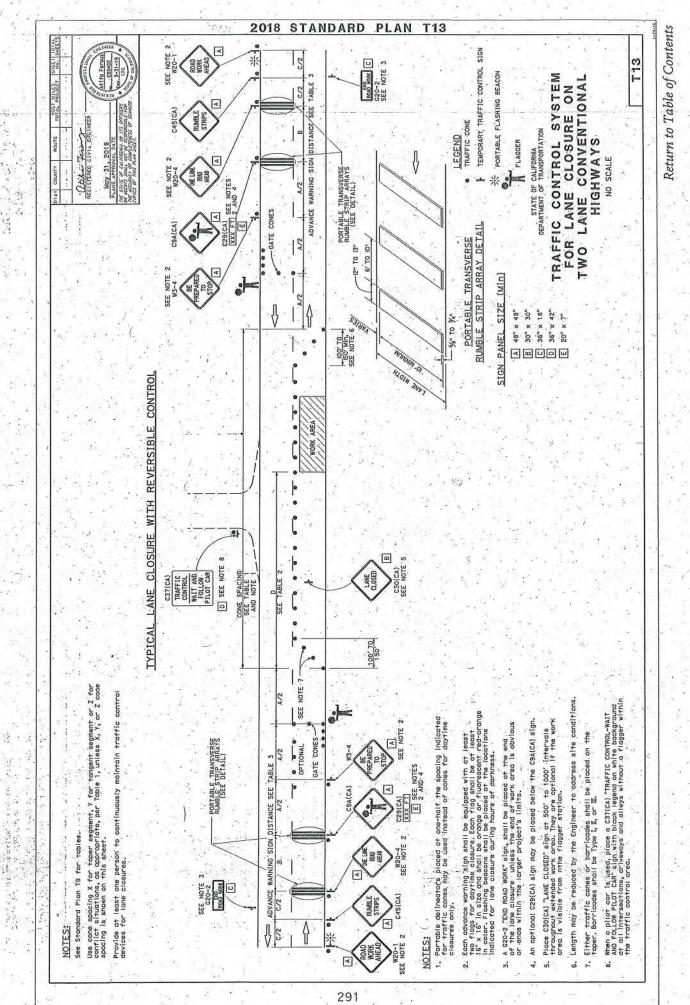
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
- COMPLIANCE WITH THE AMERICANS WITH 38. DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
  - a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
  - In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
  - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
  - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

2018 STANDARD PLAN T9				
TABLE 3	ADVANCE WARNING SIGN SPACING       ADVANCE WARNING SIGN SPACING       ADVANCE WARNING SIGN SPACING       RowD TYPE     DISTANCE BETWEEN stors*       RowD TYPE     DISTANCE BETWEEN stors*       RowD TYPE     DISTANCE BETWEEN stors*       URBAN - 25 mph Of the THAN 35 mph of 40 mph 2500     2500       URBAN - 100E THAN 35 mph of 40 mph 350     350       DISTANCE BETMEEN - MORE THAN 40 mph 350     350       Resolutions of the opplication with engineering Judgmeent theorem of a distonces.       Purposes storuld be opplicating or decreasing the conditions of the conditions of the ordinated by the Signment theorem of a distonces.	TRAFFIC CONTROL SYSTEM TABLES FOR LANE AND RAMP CLOSURES NO SCALE	Return to Table of Contents	
TABLE 2	LongITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING           Annow         SPACING           SPEED*         DOMMGRADE MIn D           SPEED*         Nin D         -3X         -6X           SPEED         23         215         113         27           SPEED         35         200         205         217         277           35         200         205         215         113         271         281           40         35         260         315         217         281         283           40         360         315         315         315         315         315           50         495         320         353         593         593         593           60         643         316         616         317         324         324           70         320         335         335         335         335         335           60         643         320         323         324         324 </td <td>nge.</td> <td></td>	nge.		
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1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

2. NPDES REQUIREMENTS: The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order No. 2012-0011-DWQ, NPDES No CAS000003) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (Order No. 2009-0009-DWQ, NPDES No CAS000002) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (Order No. R6T-2016-0010, NPDES No CAG616002). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water\_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

6. VEHICLES AND EQUIPMENT: Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

**10. WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.

11. WIND EROSION PROTECTION: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt must not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.

13. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.

#### STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION STORMWATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT (SWSP) TR-0400 (Rev 05/2018)

15. CONCRETE EQUIPMENT: Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

**19. STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.

20. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of

pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from offsite sources around the job site or from contact with jobsite runoff.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the *Field Guide for Construction Site Dewatering*. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.