COUNTY OF SOLANO
STATE OF CALIFORNIA

# COUNTYWIDE LANDSCAPING CONTRACT 2025

## NOTICE TO BIDDERS, BID FORM, SPECIAL PROVISIONS, AGREEMENT, AND RELATED CONTRACT DOCUMENTS

Solano County Department of Resource Management
Public Works Engineering
675 Texas Street, Suite 5500
Fairfield, CA 94533-6341

Bid Due Date: **May 27th, 2025**

FOR CLERK OF THE BOARD

Planholder Lists and Bidder Results

for

Solano County Public Works Projects

can be found on our website at

http://www.solanormplanroom.com/

R:\PWENG\PROJECTS\Countywide Landscaping\12Specifications-Working

COUNTY OF SOLANO
STATE OF CALIFORNIA

NOTICE TO BIDDERS, BID FORM,
SPECIAL PROVISIONS, CONTRACT AND
OTHER RELATED CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF

# COUNTYWIDE LANDSCAPING CONTRACT 2025

for use in connection with Caltrans Standard Specifications 2024,
Revised Caltrans Standard Plans 2024 Dated 10/21/24,
and Labor Surcharge and Equipment Rental Rates.

**BOARD OF SUPERVISORS**
MITCH MASHBURN – CHAIR
MONICA BROWN – VICE CHAIR
WANDA WILLIAMS – CHAIR PRO TEM
JOHN VASQUEZ
CASSANDRA JAMES

**SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT**
**DIRECTOR OF RESOURCE MANAGEMENT: JAMES BEZEK**
675 Texas Street, Suite 5500
Fairfield, California 94533-6341
Contact Person: **RILEY MARTINSON**
Phone: **707-784-3177**

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## COUNTYWIDE LANDSCAPING CONTRACT 2025

### SIGNATURE AND SEAL SHEET

The Special Provisions and plans contained herein have been prepared by or under the direction of the following Registered Person.

5/8/25

RILEY MARTINSON, P.E., T.E.
SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT
ENGINEERING SERVICES SUPERVISOR

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## TABLE OF CONTENTS


TABLE OF CONTENTS ..... 7
IMPORTANT SPECIAL NOTICE ..... 9
IMPORTANT SPECIAL NOTICE ..... 10
NOTICE TO BIDDERS ..... 11
BID FORM TO COUNTY OF SOLANO, STATE OF CALIFORNIA ..... 13
BID SCHEDULE ..... 15
AGREEMENT ..... 35
DIVISION I GENERAL PROVISIONS ..... 53
1 GENERAL ..... 53
2 BIDDING ..... 54
3 CONTRACT AWARD AND EXECUTION ..... 56
5 CONTROL OF WORK ..... 57
6 CONTROL OF MATERIALS ..... 59
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC ..... 67
8 PROSECUTION AND PROGRESS ..... 70
9 PAYMENT ..... 72
10 GENERAL ..... 77
12 TEMPORARY TRAFFIC CONTROL ..... 77
13 WATER POLLUTION CONTROL ..... 80
14 ENVIRONMENTAL STEWARDSHIP ..... 80
DIVISION III EARTHWORK AND LANDSCAPE ..... 81
20 LANDSCAPE ..... 81
Exhibit A: Cordelia Road Area of Maintenance ..... 84
Exhibit B: Suisun Parkway Area of Maintenance ..... 85
Exhibit C: Benicia Road Area of Maintenance ..... 86

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# IMPORTANT SPECIAL NOTICE

**Subcontractor Listing Requirement at Time of Bid. A prime contractor is required to include the license number of a listed subcontractor when submitting a bid on any public work in California.**

In accordance with Public Contract Code § 4100 et seq., bidders must complete the requested fields in the SOLANO COUNTY BIDDER'S LIST OF SUBCONTRACTORS below (unless otherwise indicated) for each subcontractor performing work or labor, or rendering service to the contractor, or a subcontractor who, under subcontract to the contractor, specially fabricates and installs a portion of the Work, in an amount in excess of one-half of one percent (0.5%) of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, list subcontractors for all work in an amount in excess of one-half of one percent (0.5%) of the total bid, or ten thousand dollars ($10,000) whichever is greater.

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.

# IMPORTANT SPECIAL NOTICE

**Contractors and subcontractors need to be registered with the California Department of Industrial Relations (DIR) to: 1) bid or be listed on a bid for a public works project or 2) work on a public works project.**

Any contractor or subcontractor who bids on or performs work that requires the payment of prevailing wages under state law must be registered with DIR. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

The cost is **$400.00** for a contractor or subcontractor to apply and register through DIR. If a contractor or subcontractor has more than one entity or business that bids on or performs public works, then each of those entities must be registered with DIR.

To qualify for registration, the contractor or subcontractor must (1) have workers' compensation coverage for their workers, (2) be licensed by a Contractors State Licensing Board if applicable to their trade, (3) not owe back wages or related penalties under a judgment or order, (4) not be debarred from performing public works by the state or federal government, and (5) not have previously bid or worked in violation of the registration requirement. (*Please see Labor Code section 1725.5 for complete text of requirements and exceptions.)

Upon registration, the contractor or subcontractor's name and registration will be added automatically to a searchable data base on DIR's website.

https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

https://services.dir.ca.gov/gsp?id=dir_contractors&table=x_cdoi2_letf_core_contractor_lookup

Other information regarding these requirements can be found at the following website:

https://www.dir.ca.gov/public-works/

## NOTICE TO BIDDERS

Bids Open: May 27th, 2025 at 2:00 P.M. Pacific Time (P.T.)

Date: May 9th, 2025

The COUNTY OF SOLANO, STATE OF CALIFORNIA ("County") will receive bids for the furnishing of all labor, materials, transportation, and services necessary for the construction and completion of:

## COUNTYWIDE LANDSCAPING CONTRACT 2025

**General Work Description:** Perform maintenance and monitoring of existing landscaping at various locations on Suisun Parkway, Cordelia Road and Benicia Road in Solano County. Landscaping maintenance includes trimming, pruning, mowing, trash/litter removal, optional replacement of trees and shrubs, and watering. The maintenance period begins on July 1st, 2025.

Bids must be on a unit price basis.

The term of this contract is 12 months

The estimated cost of the project is **$ 120,000.**

No pre-bid meeting will be scheduled for this project

There is no DBE requirement for this project.

The Department of Resource Management (Department) will receive bids until 2:00 p.m. Pacific Time (P.T.) on the bid opening date at the office of: **Solano County Department of Resource Management, 675 Texas Street, Suite 5500, Fairfield, California**. Bids received after this time will not be accepted.

The Department will open and publicly read the bids at the above location immediately after the specified closing time.

Attention is directed to the Contract Documents for complete details and bid requirements. Copies of the Contract Documents may be obtained by logging on http://www.solanormplanroom.com/ or by calling BPXpress Reprographics at (707)-745-3593. These may be obtained at a set price of $100.00, plus shipping and handling, and is non-refundable. All bidders must purchase a complete bid set from BPXpress Reprographics in order to be considered responsive and to receive addenda notifications. Submit your bid with bidder's security equal to at least ten percent of the bid.

The successful bidder shall furnish a signed contract, a payment bond, a performance bond, certificate of insurance and endorsement, and Tax Identification Number within ten business days after the date of receipt of Notice of Award.

The County reserves the right to reject any and all bids.

Contractor shall possess a valid business license.

Prevailing wages are required on this contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR website: http://www.dir.ca.gov or from the Department's Labor Compliance Office of the district in which the work is located.

For further information, please see our web page:
http://www.solanocounty.com/depts/rm/public_works/engineering_surveying_division/projects/request_for_bids.asp

Bidders may submit questions to mrtuggle@solanocounty.gov

Sincerely,

MATT TUGGLE
ENGINEERING MANAGER

## BID FORM TO COUNTY OF SOLANO, STATE OF CALIFORNIA

NAME OF BIDDER K&K JL Services, Inc.

BUSINESS ADDRESS 2300 S Watney Way, Unit I

CITY, STATE, ZIP Fairfield CA 94533

TELEPHONE AND AREA CODE ( ) 510-209-0742

EMAIL krishal@kkjlservices.com

The work for which this bid is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the state general prevailing wage rates or federal minimum wage rates), the project plans and specifications described below, including any addenda, the attached contract, and the labor surcharge and equipment rental rates in effect on the date the work is accomplished.

The project plans for the work to be done were approved and are entitled:

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

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

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

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

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

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

If this bid is accepted and the undersigned fails to enter into the contract, furnish a performance bond and payment bond in the sums required by Cal. Civil Code section 9550 et seq., with surety

satisfactory to the County, and the required certificates of insurance and endorsements, within ten days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Engineer that the contract has been awarded, the County may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and its acceptance shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the County of Solano.

**WARNING**: Any bidder or contractor not licensed by the time of award of contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named in it; that this bid is made without collusion with any other person, firm, or corporation; that they have carefully examined the location of the proposed work, the attached proposed form of contract, and the plans referred to; and they propose, and agree if this bid is accepted, that they will contract with the County of Solano, in the form of the attached contract, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the prescribed manner and time, and according to the requirements of the Engineer as set forth, and that they will take in full payment the following item prices:

# ATTACHMENT A
# COUNTYWIDE LANDSCAPING CONTRACT 2025
# REVISED BID SCHEDULE

| ITEM NO. | DESCRIPTION | UNIT | QTY | ITEM PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE | LS | 1 | $ 500.00 - | $ 500.00- |
| 2 | LANDSCAPING MAINTENANCE - SUISUN PARKWAY | MONTH | 12 | $4,947.00- | $59,364.00 |
| 3 | LANDSCAPING MAINTENANCE - CORDELIA ROAD | MONTH | 12 | $663.00 - | $7,956.00 |
| 4 | LANDSCAPING MAINTENCANCE - BENICIA ROAD | MONTH | 12 | $ 893.00 - | $10,716.00 |
| 5 | PLANT VEGETATION (1 GAL) | EA | 100 | $40.00 - | $4,000.00 |
| 6 | PLANT TREE (5 GAL) | EA | 25 | $150.00 - | $3,750.00 |
| | | | | GRAND TOTAL | $86,286.00 |

Basis of Award: $86,286.00

Krishal Sharma
5/29/2025

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**SOLANO COUNTY BIDDER'S LIST OF SUBCONTRACTORS**
**TO BE COMPLETED AND SUBMITTED WITHIN 24 HOURS AFTER BID OPENING BY TOP THREE APPARENT LOW BIDDERS**
**(OPTIONAL – CAN BE COMPLETED AND SUBMITTED WITH BID)**

| Subcontractor Name and Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Sub-contracted | Contractor License Number / DIR Reg Number | DBE (Y/N) | DBE Cert Number |
|---|---|---|---|---|---|---|
| Name: | | | | | | |
| City, State: | | | | | | |
| Name: | | | | | | |
| City, State: | | | | | | |
| Name: | | | | | | |
| City, State: | | | | | | |
| Name: | | | | | | |
| City, State: | | | | | | |
| Name: | | | | | | |
| City, State: | | | | | | |
| Name: | | | | | | |
| City, State: | | | | | | |

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# SUBCONTRACTOR LIST FORM

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**SUBCONTRACTOR LIST**
DES-OE-0102.2C (REV.03/2015)

Contract No. 2025 Solano Landscape

Lock Data on Form

Bidding Firm: K&K JL Services, Inc.

| Business Name and Location | CA State Contractor License Number | Public Works Contractor Registration Number | Bid Items Numbers | Percentage of Bid Item Subcontracted (Whole numbers) | Description of Portion of Work |
|---|---|---|---|---|---|
| K&K Will not use subcontractors on this project. | | | | | |
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Krishal Sharma 5/29/2025

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

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## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
## THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID
## STATEMENT RE: EXECUTIVE ORDERS 10925, 11114, AND 11246

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

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

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

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

---

## SMALL BUSINESS STATUS

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: X yes, _____ no, _____ unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.)

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

The above Pub. Cont. Code section 10285.1 Statement is part of the bid. Signing this bid on the signature portion shall also constitute acknowledgement and certification of this Statement.

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

## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No X_____

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

---

## PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Pub. Cont. Code section 10232 Statement and Questionnaire are part of the bid. Signing this bid on the signature portion shall also constitute acknowledgement and certification of this Statement and Questionnaire.

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

**NONCOLLUSION DECLARATION**
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**
**(PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106)**

The undersigned declares:

I am the Vice President of K&K JL Services, Inc., 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, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted their 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 5/29/2025 [date], at Fairfield [city], California [state].

## CALIFORNIA PUBLIC AGENCY, DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of non-responsibility or ineligibility by any state or local agency in California;
- has not been suspended, debarred, voluntarily excluded or determined non-responsible or ineligible by any state or local agency in California within the past 5 years;
- has not filed any claims, demands for arbitration, or lawsuits against a public agency within the past five years;
- has not had any bid submitted to a public agency in the past five years rejected or refused on the grounds that the bidder is not responsible;
- has not been found by a court or arbitrator to have filed or presented a false claim against a public agency;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 5 years.

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

N/A

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

N/A

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

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

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## SIGNATURE (BID)

Accompanying this bid is Bidders Bond
(Insert the words "cash" ($_____), "cashier's check," "certified check," or "bidder's bond,"
in amount equal to at least ten percent of the total of the bid.

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

## IMPORTANT NOTICE

If bidder or other interested person is a corporation, state its secretary, treasurer, and manager; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested party is an individual, state first and last names in full.

Hementh Sharma - President | Krishal Sharma - Vice President

License in accordance with an act providing for the registrations of contractors.
License No. 1079152 License Expiration Date 8/31/2025
Classification(s) B, C10, C27
DIR Registration #: PW-LR: 1000816594
CA Tax Identification #: 86-3616453

## ADDENDA-BID

This bid is submitted with respect to the changes to the contract included in addenda number/s
Addendum #1 - 5/15/2025
(Fill in addenda numbers if addenda have been received and insert, in this bid, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the County must be noted above.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code sections 6109 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of section 11102 (former section 8103) of the Civil Rights Department (Chapter 5, Title 2 of the California Code of Regulations). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, section 112 and Public Contract Code section 7106; and Title 49 2 Code of Federal Regulations, Part 200, App II(H), 2 C.F.R.200.214 Suspension and Debarment Certification are true and correct.

Date: 5/29/2025

Signature and Title of Bidder Krishal Sharma Vice President

Business Address 2300 S Watney Way, Unit I Fairfield CA 94533

Place of Business 2300 S Watney Way, Unit I Fairfield CA 94533

Place of Residence 416 Atlantic Ave, Fairfield CA 94533

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That K&K JL Services, Inc., as Principal, and The Gray Casualty & Surety Company, a Corporation, organized and existing under and by virtue of the laws of the State of Louisiana and authorized to do surety business in the State of California, as Surety, are held and firmly bound unto the **County of Solano**, State of California, as Obligee, in the sum of Ten Percent (10%) of the Total Amount Bid Dollars ($ ), for the payment of which sum well and truly to be made, we, and each of us, 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 a bid to the **County of Solano**, State of California, for all work specifically described in the accompanying bid;

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 28th day of May, 2025.

| | |
|---|---|
| K&K JL Services, Inc. | The Gray Casualty & Surety Company |
| Krishal Sharma, Vice President | Esteban Flores, Attorney-in-Fact |
| By: Krishal Sharma | By: |
| Principal (Seal) | Surety (Seal) |

NOTE:
(1) Signatures of those executing for the surety must be properly acknowledged.
(2) This bond must be in an amount equal to at least ten percent of the amount bid.
(3) Bidders must use this form unless the surety company form is substantially the same.

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

# GENERAL POWER OF ATTORNEY

**Bond Number:** N/A **Principal:** K&K JL Services, Inc.

**Project:** COUNTYWIDE LANDSCAPING CONTRACT
2025

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jaren Marx, Phillip Simmons, Esteban Flores, and Randi Foran of Scottsdale, Arizona jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of May , 2025

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of May , 2025

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 05/28/2025 before me, R. M. Friedik, Notary Public.
(Here insert name and title of the officer)

personally appeared Esteban Flores.

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

R. M. FRIEDIK
Notary Public - California
Ventura County
Commission # 2387569
My Comm. Expires Dec 19, 2025

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )

COUNTY OF _____)

On _____ before me , _____ Notary
*Date* *Insert Name and Title of the officer*

Public, personally appeared _____

_____
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signers Name: _____ | Signers Name: _____ |
| ☐ Corporate Officer – Title(s) _____ | ☐ Corporate Officer – Title(s) _____ |
| ☐ Partner - ☐ Limited ☐ General | ☐ Partner - ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |
| _____ | _____ |

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## BIDDER INFORMATION SHEET

Bidder must check one of the following classifications which fits its type of business organization and furnish all information required under that classification.

Please type or print your answers.

( ) BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

_____

( ) BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

_____

The full names of all the partners as they appear on State Contractor's License are:

_____

_____

_____

_____

_____

County in which any Certificate of Doing Business Under Fictitious Name is Filed (If none, so state).

(x) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

K&K JL Services Inc

Corporation is incorporated in the State of: California

## STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state what work of similar magnitude or character he or she has done, and to give reference that will enable the County to judge of his experience, skill and business standing and of his or her ability to conduct the work as completely and as rapidly as required under the terms of the contract documents. In each instance, given the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, Engineer, or other supervising person for the County or public agency. If additional space is needed, use and attach additional sheets.

Ref #1

County Of Solano - Matt Hardy - Number (Please Request)
Period of Performance: FY2021 - 2025.
Value: 120K /Yr +-

This Experience is for Solano County, K&K is the incumbent contractor on this project, and has been performing on this project for the past 4 years, over the last 2 soliciations. Incumbent of Grounds Mainteance to Coutny owned Roadsides.

Ref# 2

City of Fairfield - Richard Vasquez - Number (Please Request)
Period of Performance: FY 2023 - 2024 > Current
Value: 1.2MM / Year

This Experience is for the City of Farifield. K&K is a roadsides, Freeway and City owned property contractor. Area of Responsibility is within I-80 From Hw12 > Exit 47 Ramps. All of City of Fairfield Roadsides, Parks, P&R Centers, Etc. Incumbent of General Grounds Maintenance Dutys.

Please let us know if any more refrences are needed.

5/29/25

# BUSINESS LICENSE TAX CERTIFICATE

2025

- The City of Fairfield Municipal Code Chapter 10B requires all businesses to pay a business license tax
- All businesses are required to comply with City Codes
- This license is issued without verification and is not transferable
- This licensee may be subject to additional licenses or permits by County, State, and/or Federal governments
- This license must be displayed at your place of business in a conspicuous place/be ready to furnish it at will if a mobile business

**Business (DBA):** K&K JL Services, Inc.
**Corporate Name:** K&K JL Services, Inc.
**Business Location:** 2300 S WATNEY WAY UNIT I
FAIRFIELD, CA 94533-6737
**Corporate or Owner Name (s):** Hementh Sharma

**Mailing Address:** 416 ATLANTIC AVE
FAIRFIELD, CA 94533-1543

BUSINESS LICENSE NO. 18000307

**Issued Date:** 1/1/2025
**Expiration Date:** 12/31/2025 (Renew by 01/31/2026)
**Business Type:** 057
**Description:** Contractor

**Location:** Inside of the City Limits
**Location Type:** Home Occupation

*City of Fairfield | Community Development | 1000 Webster St, Fairfield, CA 94533 | BL@fairfield.ca.gov | www.fairfield.ca.gov/biz*

# CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

**1001 I STREET**
**SACRAMENTO, CALIFORNIA 95814**

ISSUED: January 01, 2025
**EXPIRES: December 31, 2026**

## Pest Control Business - Main
## LICENSE

LICENSE NO. 46509

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address:

K&K JL SERVICES, INC
416 ATLANTIC AVE
FAIRFIELD, CA 94533

Business Location

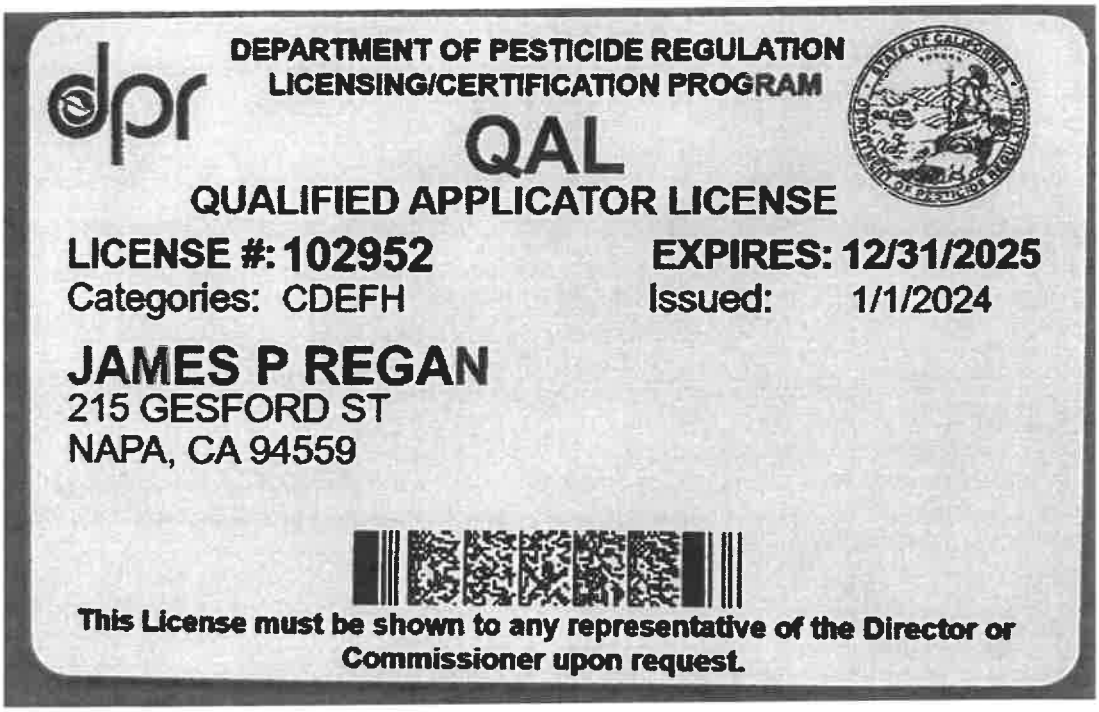
K&K JL SERVICES, INC
1320 WILLOW PASS RD STE 600
CONCORD, CA 94520

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Y&K GENERAL CONTRACTORS

**QAL DPR Licenses Copy**

The below licenses are by Key Personnel at K&K. **Our DPR PCB License is #46509**



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

dpr

QAL

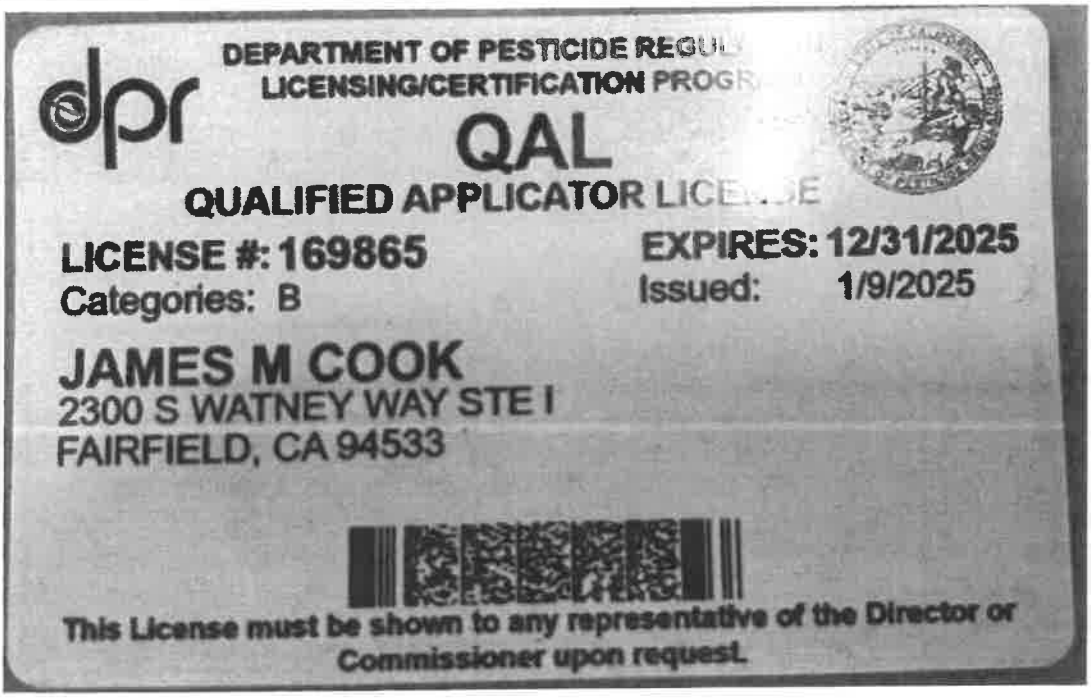
QUALIFIED APPLICATOR LICENSE

LICENSE #: 102952
Categories: CDEFH

EXPIRES: 12/31/2025
Issued: 1/1/2024

JAMES P REGAN
215 GESFORD ST
NAPA, CA 94559

This License must be shown to any representative of the Director or Commissioner upon request.



DEPARTMENT OF PESTICIDE REGU
LICENSING/CERTIFICATION PROGR

dpr

QAL

QUALIFIED APPLICATOR LICE E

LICENSE #: 169865
Categories: B

EXPIRES: 12/31/2025
Issued: 1/9/2025

JAMES M COOK
2300 S WATNEY WAY STE I
FAIRFIELD, CA 94533

This License must be shown to any representative of the Director or Commissioner upon request.

K&K also has a PCA (Pest Control Advisor) As required by the California Department of Pesticide Regulation.

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

# PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE

**LICENSE #: 75511** **EXPIRES: 12/31/2025**
Categories: ABDEG Issued: 1/1/2024

**DAVE R PATTERSON**
2656 AVOCET WAY
LINCOLN, CA 95648

**This License must be shown to any representative of the Director or \ Commissioner upon request.**

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# Secretary of State
## Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

| | |
|---|---|
| **Entity Name:** | K&K JL SERVICES, INC |
| **Entity No.:** | 4728455 |
| **Registration Date:** | 04/22/2021 |
| **Entity Type:** | Stock Corporation - CA - General |
| **Formed In:** | CALIFORNIA |
| **Status:** | Active |

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of November 01, 2023.

[redacted]

**SHIRLEY N. WEBER, PH.D.**
**Secretary of State**

**Certificate No.:** 156095725

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

Printed on: 5/8/2025 7:04:47 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

# Office of Small Business & DVBE Services

**Certification ID:** 2025306

**Legal Business Name:**
K&K JL Services, INC

**Doing Business As (DBA) Name 1:**
K&K Construction

**Doing Business As (DBA) Name 2:**

**Address:**
2300 S Watney Way
Unit I
FAIRFIELD
CA 94533-1543

**Email Address:**
KRISHAL@KKJLSERVICES.COM

**Business Web Page:**
www.kkjlservices.com

**Business Phone Number:**
510/209-0742

**Business Fax Number:**

**Business Types:**
Construction , Service

| Certification Type | Status | From | To |
|---|---|---|---|
| SB(Micro) | Approved | 05/08/2025 | 05/31/2027 |
| SB-PW | Approved | 05/08/2025 | 05/31/2027 |

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

**AGREEMENT**

THIS AGREEMENT is entered into in quadruplicate this 07/22/2025, between the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** hereinafter called "County," and **K&K JL Services, Inc.** hereinafter called "Contractor":

W I T N E S S E T H

That for and in consideration of the mutual promises, covenants, agreements and conditions contained in this agreement, the parties agree as follows:

1. **Contract Documents:**

The complete contract between the parties consists of, and is set forth in, the contract documents. The contract documents consist of: (a) the Notice to Bidders, (b) an accepted Bid Form, (c) this Agreement, (d) accepted Payment and Performance Bonds, (e) the Special Provisions, (f) the Caltrans Standard Plans **("Standard Plans")** 2024, (g) the Caltrans Standard Specifications **("Standard Specifications")** 2024 pages 1 through 1335, (h) the Contract Plans, (Collectively, **"Contract Documents"**). All obligations of the parties are contained in the contract documents, and by their acceptance of this Agreement, the parties agree to be bound by all the provisions of all of the documents. All of the documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

2. **The Work:**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner (for the prices hereinafter set forth), the work of the

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

and other work as called for, and in the manner designated in, and in strict conformance with the contract documents adopted by the County as prepared by the Engineer. The work shall be performed and completed as required in the plans, drawings, and specifications under the direction and supervision of, and subject to the approval of the Engineer, or designated representative.

3. **Location of Work:**

The work to be performed is in the following locations:

A. Suisun Parkway median/planter between West & East Bound Lanes, the northern planters between West Bound Lane & Bike Path, the northern shoulder of Bike Path, East Bound

B. Cordelia Road northern row of trees, southern drainage ditch, southern shoulder of roadway, northern planter between edge of roadway & sidewalk and northern planter between sidewalk and property fence, from I-680 overpass to east of fire station for a total length of 0.35 miles.

C. Benicia Road roadside planters between West Bound Lane and the Sidewalk, Eastbound Lane and the Sidewalk and the Center Median/Planter from Lemon Street to the southern intersection of Benicia Road and Starr Avenue for a total length of 0.25 miles.

4. **Time for Completion:**

The term of this contract is twelve (12) months date or the exhaustion of funds, whichever occurs first from the project award.

5. **Contract Price:**

As compensation agreed upon for the work, County shall pay or cause to be paid to Contractor, in full, as and for the full contract price and compensation for the construction and completion of the work, the sum of **Eighty-Six Thousand Two Hundred Eighty-Six and 00/100 Dollars ($ 86,286.00)** which sum is to be paid according to the schedule hereinafter provided and subject to additions and deductions as provided in the contract documents.

6. **Payment of Wages:**

The State General Prevailing Wage Rates are made a part of this contract. It is further expressly agreed between the parties that should there be any conflict between the terms of this instrument and the bid of the Contractor, then this instrument shall control, and nothing shall be considered as an acceptance of the terms of the bid conflicting with it.

7. **Workers' Compensation:**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for 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.

8. **Integration:**

It is further expressly agreed between the parties that should any conflict arise between the terms of this contract and the bid of the Contractor; this contract shall control, and nothing shall be considered as an acceptance of the terms of the bid that conflict with it.

9. **Execution of Agreement:**

SOLANO COUNTY:

By: _____
James Bezek
Director of Resource Management

Date: 07/22/2025

CONTRACTOR:

By: _____

TITLE: Vice President

Licensed in accordance with an act providing for the registration of contractors

Date: 6/23/25

Contractor's License No. 1079152

Business License No. 18000307

City and County of Business License Fairfield CA. / Solano County

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: David J. Gallegos, Deputy
David J. Gallegos, Deputy (Jul 22, 2025 08:34 PDT)

Note: Attach to this Agreement a certified copy of the resolution, minute order, or excerpt of the minutes of the County authorizing the execution of this Agreement.

If the Contractor is a corporation, attach to this contract a certified copy of the by-laws, resolutions, or excerpt of the minutes of a meeting of the board of directors of the corporation authorizing the person executing this Agreement to do so for the corporation.

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# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, hereinafter called the "County," has awarded to K&K JL Services, Inc. as Principal, hereinafter designated as the "Contractor," a contract (the "Contract") for the work described as follows:

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the contract for the Project dated 6/11/25, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contract Documents requires Contractor to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents;

NOW, THEREFORE, we, the undersigned Contractor and The Gray Casualty & Surety Company 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 County, in the sum of Eighty-Six Thousand Two Hundred Eighty-Six & 00/100 Dollars ($ 86,286.00 ) said sum being not less than one hundred percent (100%) of the total amount of the Contract Documents, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, that if the above bounden Contractor, their 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 foregoing Contract Documents and any alteration thereof made as therein provided, or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

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 year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County'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 County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. 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 County, 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 County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the County to complete the Project in any manner consistent with California 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 County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County 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 County, when declaring the Contractor in default, notifies Surety of the County'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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 9th day of July, 2025.

| | |
|---|---|
| K&K JL Services, Inc. | The Gray Casualty & Surety Company |
| Kunal Sharma, VP. | Esteban Flores, Attorney-in-Fact |
| By: _____ | By: _____ |
| Principal (Seal) | Surety (Seal) |

NOTE:

(1) Signatures of those executing for the surety must be properly acknowledged.
(2) This bond must be in an amount equal to 100% of the amount bid.
(3) Bidders must use this form unless the surety company form is substantially the same.

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# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )

COUNTY OF _____)

On _____ before me , _____ Notary
Date — Insert Name and Title of the officer

Public, personally appeared _____

_____
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signers Name: _____
☐ Corporate Officer – Title(s) _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

NFP Property & Casualty Services Inc.
07/09/2025 12:59 374390407982

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

# GENERAL POWER OF ATTORNEY

**Bond Number:** GSI4400026 **Principal:** K&K JL Services, Inc.

**Project:** COUNTYWIDE LANDSCAPING CONTRACT 2025

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jaren Marx, Phillip Simmons, Esteban Flores, and Randi Foran of Scottsdale, Arizona jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of July , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of July , 2025

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On 07/09/2025 before me, R. M. Friedik, Notary Public,
(Here insert name and title of the officer)

personally appeared Esteban Flores,

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

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

WITNESS my hand and official seal.

R. M. FRIEDIK
Notary Public - California
Ventura County
Commission # 2387569
My Comm. Expires Dec 19, 2025

Signature of Notary Public (Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. GSI4400026
(Title or description of attached document)

N/A
(Title or description of attached document continued)

Number of Pages four Document Date 07/09/2025

N/A
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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ISSUED IN QUADRUPLICATE Bond No. GSI4400026

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, hereinafter called the "County," has awarded to K&K JL Services, Inc., as Principal, hereinafter designated as the "Contractor," a contract (the "Contract") for the work described as follows:

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

The Contract is incorporated by this reference into this Payment Bond.

AND, WHEREAS, the Contractor is required to furnish a bond in connection with the Contract and pursuant to California Civil Code section 9550 to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law:

NOW, THEREFORE, we, the undersigned Contractor and The Gray Casualty & Surety Company ("Surety"), a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County in the amount required by law, in the sum of Eighty-Six Thousand Two Hundred Eighty-Six & 00/100 Dollars ($86,286.00) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor, their or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100, or 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 for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amounts due the Franchise Tax Board as provided in Civil Code section 9554, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, that the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this Bond. Any such right of action shall be subject to the provisions of Civil Code section 9566.

PROVIDED, FURTHER, it is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or 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 therefor; nor by any

change or modification of any terms of payment or extension of time for 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 the 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 and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

PROVIDED, FURTHER, that no final settlement between the County and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 9th day of July, 2025.

| | |
|---|---|
| K&K JL Services, Inc. | The Gray Casualty & Surety Company |
| | 1625 West Causeway Approach, Mandeville, LA 70471 |
| Kristal Shaver, VP | Esteban Flores, Attorney-in-Fact |
| By: _____ Principal (Seal) | By: _____ Surety (Seal) |

NOTE:

(1) Signatures of those executing for the surety must be properly acknowledged.
(2) This bond must be in an amount equal to 100% of the amount bid.
(3) Bidders must use this form unless the surety company form is substantially the same.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA )

COUNTY OF _____)

On _____ before me , _____ Notary
*Date* *Insert Name and Title of the officer*

Public, personally appeared _____

_____
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature: _____

---------- OPTIONAL ----------

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

| | |
|---|---|
| Signers Name: _____ | Signers Name: _____ |
| ☐ Corporate Officer – Title(s) _____ | ☐ Corporate Officer – Title(s) _____ |
| ☐ Partner - ☐ Limited ☐ General | ☐ Partner - ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: _____ | ☐ Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |
| _____ | _____ |

NFP Property & Casualty Services Inc.
07/09/2025 12:59 374390407982

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

# GENERAL POWER OF ATTORNEY

**Bond Number:** GSI4400026 **Principal:** K&K JL Services, Inc.

**Project:** COUNTYWIDE LANDSCAPING CONTRACT 2025

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jaren Marx, Phillip Simmons, Esteban Flores, and Randi Foran of Scottsdale, Arizona jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of July , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of July , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of Los Angeles

On 07/09/2025 before me, R. M. Friedik, Notary Public,
(Here insert name and title of the officer)

personally appeared Esteban Flores,

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

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

WITNESS my hand and official seal.

R. M. FRIEDIK
Notary Public - California
Ventura County
Commission # 2387569
My Comm. Expires Dec 19, 2025

Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. GSI4400026
(Title or description of attached document)

N/A
(Title or description of attached document continued)

Number of Pages four Document Date 07/09/2025

N/A
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

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

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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## STATE GENERAL PREVAILING WAGE RATES

The State Prevailing Wage Rates are available for review at the California Department of Industrial Relations Internet Web Site at the following location:

https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html

See Important Special Notice in this bid document.

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# COUNTY OF SOLANO
# STATE OF CALIFORNIA

## COUNTYWIDE LANDSCAPING CONTRACT 2025

## DIVISION I GENERAL PROVISIONS
## 1 GENERAL

### 1-1.01 GENERAL

The work described shall be done in accordance with the Caltrans Standard Specifications 2024, and the Caltrans Standard Plans 2024, insofar as the same may apply and in accordance with the following Special Provisions.

The Caltrans Standard Specifications and Standard Plans are made a part of the Contract with the County of Solano providing the following modifications unless the Special Provisions indicate that they amend or replace the Standard Specifications, they shall be deemed to supplement.

Wherever the Standard Specifications refer to requirements, conditions, provisions, and laws that are applicable to the State of California rather than County governments, said references shall be construed as references to corresponding requirements, conditions, provisions, and laws, which are applicable the County of Solano.

County: County of Solano/Solano County
Department: Dept. of Resource Management, Solano County
Director: Director of Resource Management, Solano County
Engineer: Engineering Manager or other designated representative
State: Includes County of Solano, a political subdivision of the State
State Contract Act: All applicable statutes and laws pertaining to the award and execution of construction contracts by the County, including those set forth in Section 3 of these Special Provisions, and any other sections which may pertain.

**Saturday, Sunday, Holiday and Evening Work**

No work shall be done on Saturdays, Sundays, County and State holidays or during hours of darkness, except such work as is necessary for the proper care and protection of work already performed, or except in a case of an emergency, and in any case, only with the written permission of the Engineer.

Should unauthorized work be performed on a Saturday, Sunday, County holiday or during hours of darkness, the Contractor shall pay Solano County a $1,000 penalty for each day or portion of a day on which such work is performed.

County holidays are defined as follows: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day/ Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day and Day After Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

## 2 BIDDING

### 2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the bid form and the submission of the bid

Each bidder shall be licensed by the time of award of contract in accordance with the provisions of the Contractor's License Law as contained in Chapter 9, Division 3 of the Business and Professions Code (commencing with §7000), and any acts amendatory thereof, and shall be skilled and regularly engaged in the general class or type of work called for under these contract documents. A statement setting forth his experience and business standing shall be submitted by each bidder on the form provided herewith. The Contractor shall possess a Class A license at the time the contract is awarded.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each bid shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the bid. **NOTE:** Contractor shall signify if a Subcontractor will be performing only a portion of a contract bid item by placing the word "Partial" next to the Subcontractor's name.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26.5 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after the bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

### 2-1.07 JOB SITE AND DOCUMENT EXAMINATION

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the bid and contract forms. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the bid, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the

character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the County as shown in the bid documents, as well as from the plans and specifications made a part of the contract.

Where the County has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the County as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the County or other public agencies within the project limits, records of the prior construction that are currently in the possession of the County and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

Inspection of the records of investigations and project records may be made at the office of the County.

When a log of test borings or other record of geotechnical data obtained by the County's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.

The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The County assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the

contractor concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the County will relieve a bidder or contractor from properly fulfilling the terms of the contract.

Construction surveys shall be furnished by the County in accordance with the California Department of Transportation Surveys Manual.

Attention is directed to Section 12.1-4, "Restaking," of the Survey Manual.

### 2-1.10 SUBCONTRACTOR LIST

Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of ½ of one percent (%) of his total bid or $10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with section 4100 of the Public Contract Code. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The required forms for listing of subcontractors is included in the bid book; **Solano County Bidder's List of Subcontractors and Subcontractor List Form.**

### 2-1.34 BIDDER'S SECURITY

Bidder's security required under this article shall be made payable to the County of Solano.

## 3 CONTRACT AWARD AND EXECUTION

### 3-1.01 GENERAL

The award of the contract to the lowest responsible bidder whose bid complies with all the requirements prescribed.

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

Solano County Department of Resource Management
Attn: Matt Tuggle
675 Texas Street, Suite 5500
Fairfield, CA 94533

### 3-1.03 CONTRACTOR REGISTRATION

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

### 3-1.05 CONTRACT BONDS (CIVIL CODE §§ 9550-9554)

The Contractor shall provide, at the time of the execution of the agreement or contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to the County.

### 3-1.18 CONTRACT EXECUTION

Four (4) sets of the contract shall be signed by the successful bidder and returned along with four (4) sets of each of the bonds and insurance certificates, as provided within ten days, not including Saturdays, Sundays or legal holidays after the bidder has received notice from the Director of Resource Management that the contract has been awarded and is ready for signature. No bid shall be considered binding upon the County until such execution of the contract. Further, if the successful bidder is a corporation, a certified copy of the by-laws, Resolution, or Minute Order of the Board of Directors of the Corporation shall be attached to each of the four (4) sets of the contract specifying the authority of the person executing the contract to do so.

## 5 CONTROL OF WORK

### 5-1.02 CONTRACT COMPONENTS

The Caltrans Standard Specifications 2024 included with these special provisions are considered part of the contract following the governing ranking order as specified in the standard specifications. Subsequent revisions are not part of the contract.

Supplemental project information shall not be considered part of the contract but is provided for informational purposes only.

### 5-1.13 SUBCONTRACTING
### 5-1.13A General

The Contractor shall perform work equaling at least 50% of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

## 5-1.26 CONSTRUCTION SURVEYS

County will provide survey for Contractor requesting Survey Staking. Survey requests shall be made at least 48 hrs. prior use by the Contractor.

## 5-1.27 RECORDS
### 5-1.27A General

All privacy rights in the project records are waived.

## 5-1.32 AREAS FOR USE

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

There are no County-owned parcels adjacent to the right of way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his own expense any other area required for plant sites, storage of equipment or materials, or for other purposes.

### 5-1.43E Alternative Dispute Resolution

Section 5-1.43E in its entirety does not apply to this contract.

## 5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE

When you complete the work, request the Engineer's final inspection. If the Engineer determines that the work is complete, the Engineer will accept the work, and recommend Contract Acceptance by the Department. Immediately after recommendation of Contract Acceptance, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage

Formal Contract Acceptance is by order of the Board of Supervisors of the County of Solano of an entire Contract which has been completed in all respects in accordance with the Plans and Specifications and any modifications thereof previously approved.

# 6 CONTROL OF MATERIALS

## 6-2 QUALITY ASSURANCE

### 6-2.01 GENERAL
### 6-2.01C Authorized Materials List

Contractor must also refer to Caltrans' *Authorized Materials List* at http://www.dot.ca.gov/aml/.

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

**PAVEMENT MARKERS, PERMANENT TYPE**

**Retroreflective With Abrasion Resistant Surface (ARS)**
(traffic direction x marker width)
1. Apex, Model 921AR (4" x 4") and 828AR (3.1x4.5)
2. Ennis-Flint, Models 911 (4" x 4") and C80FH (3.1" x 4.5")
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

**Retroreflective With Abrasion Resistant Surface (ARS)**
(for recessed applications only)
1. Ray-O-Lite, Model 2002 (2" x 4.6")

2. Ray-O-Lite, Model 2004 (2" x 4")*
3. Ennis-Flint, Model 201.C40
*For use only in 4.5 inch wide (older) recessed slots

**Non-Reflective, 4-inch Round**
1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

**PAVEMENT MARKERS, TEMPORARY TYPE**

**Temporary Markers For Long Term Day/Night Use (180 days or less)**
1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

**Temporary Markers For Short Term Day/Night Use (14 days or less)**
(For seal coat or chip seal applications, clear protective covers are required)
1. Apex Universal, Model 932, 932HH
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

**STRIPING AND PAVEMENT MARKING MATERIAL**

**Permanent Traffic Striping and Pavement Marking Tape**
1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 60"
5. 3M, "Stamark" Series 380 and 270 ES

**Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)**
1. Advanced Traffic Marking, Series 200
2. Brite-Line, "Series 100", "Deltaline TWR"
3. Garlock Rubber Technologies, Series 2000
4. Tape 4, Aztec, Grade 102
5. Swarco Industries, "Director-2", "Director 2-Wet Reflective"
6. Trelleborg Industries, R140 Series
7. 3M Series 710
8. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)

9. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

**Preformed Thermoplastic (Heated in place)**
1. Ennis-Flint "Hot Tape"
2. Ennis-Flint "Premark"
3. Ennis-Flint, "Flametape"
4. Alta Traffic Solutions, "Alta All-Season", Series 100 (White Only)
5. Swarco Preformed Thermoplastic, (White Only)
6. Ozark Materials, Preformed Thermoplastic
7. Potters Industries, "VisiTape"
8. Geveko Markings, "Optamark"
Ceramic Surfacing Laminate, 6" x 6"
1. Highway Ceramics, Inc.

**CLASS 1 DELINEATORS**

**One Piece Drivable Flexible Type, 66 inch**
1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66
6. Ridan Composites LLC, Del-Mark Post

**Special Use Type, 66 inch**
1. Pexco LLC, Model FG 560 (with U-Channel base), FG 300 UR (with 2-inch square anchor)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Drivable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS)
10. Safe-Hit SQR-LOC, SH248SQR-12
11. Shur-Tite Products, Shur-Flex Drivable
12. Three D Traffic Works, Earthflex TD5500

**Surface Mount Type, 48 inch**
1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4

4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484
7. Safe-Hit, SH 248 SMR
8. New Direction Manufacturing, Model FTSM 48
9. Hi-way Safety, Inc, Model CFUR48
10. Shur-Tite Products, Shur-Flex
11. Pexco LLC, Flexi-Guide Models FG348PE, FG348UR and FG348EFX

**CHANNELIZERS**

**Surface Mount Type, 36 inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG336PE, FG336UR and FG336EFX, City Post & City Post SM
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36, CFUR36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex
13. New Direction Manufacturing, Model FTSM36

**Lane Separation System**

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb
5. FG 300 Turnpike Curb
6. Shur-Tite Products, SHUR-Curb, Model No. SF0200

**CONICAL DELINEATORS, 42 inch**

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top", TDSC Series
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42
7. Custom-Pak 4600 (Part No. 93005-0001)
8. Plasticade, Navicade, 650 RI

## OBJECT MARKERS

Type "K", 18-inch
1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA
5. Impact Recovery Systems, Model 282-K
6. Hi-way Safety, Inc, Model CFURK
7. Shur-Tite Products, Shur-Flex Drivable

**Type "Q" Object Markers, 24 inch**
1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"
9. Flexible Marker Support, IMC 9484-24
10. Impact Recovery Systems, Model 282 –Q
11. Hi-way Safety, Inc, Model CFURQ

## CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

**Impactable Type**
1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912, Hi Viz Flex Tab
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300
7. K-Cone Industries K-Cone and Klip Model 120T/K-Cone Model 1200T,
8. Retroflex, RF3N1

**Non-Impactable Type**
1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"
5. Irwin Hodson Co., Barrier Traffic Reflector 5 and A Shape HTR

**METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)
1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"
5. Irwin Hodson Co., Barrier Traffic Reflector

**CONCRETE BARRIER DELINEATORS, 16 inch**

(For use to the right of traffic)
1. Pexco LLC, Model PCBM T-16
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

**CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")**

1. Stinson Equipment Company "SaddleMarker"

**GUARD RAILING DELINEATOR**
(Place top of reflective element at 48 inches above plane of roadway)

**Wood Post Type, 27-inch**
1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg., NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount
9. Glasforms, Hiway-Flex, GR-27-00
10. Impact Recovery Systems, 200-GRP

**Barrier, Guardrail Visibility Enhancement**
1. UltraGuard Safety System, Potters Industries, Inc.
2. Worldwide Safety and Irwin Hodson, Monarch Butterfly Reflective Device (MBG only)
3. 3M, Linear Delineation System, Series 340
4. Pexco LLC, Butterfly-Style Glue-on (MGB only)

**Steel Post Type**
1. Carsonite, Model CFGR-327

## RETROREFLECTIVE SHEETING

**Channelizers, Barrier Markers, and Delineators**

1. Avery Dennison T-6500 Series, (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series and WR-6100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
5. Orafol, AC-1000 Acrylic
6. Orafol, AP-1000 Metalized Polyester
7. Orafol, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity, Series 3310, Series 3910 and 3914

**Traffic Cones, 4 inch and 6 inch Sleeves**

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Orafol, Vinyl, "Conformalight", C85
3. 3M Series 3840, Series 3340
4. Avery Dennison S-9000C

**Drums**

1. Avery Dennison WR-6100 series
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Orafol, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810, Series 3310, Series 3910 and 3914

**Barricade Sheeting:**

ASTM D 4956 Type I,

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Type II

4. Avery Dennison, W-2100 Series

Type III

5. Aura Optical Systems, Aura 150

Type IV

6. 3M Series 3334/3336

**Vertical Clearance Signs: Structure Mounted**

1. 3M Model 4081, Diamond Grade DG3, Fluorescent Yellow

**Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

**Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)**

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

4. Changzhou Hua R Sheng, Series TM 1200
5. Orafol, Oralite Series 5800

**Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)**

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S
5. Orafol, Oralite Series 5900 and Series 5930 Fluorescent Orange

**Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive**

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Orafol "Vinyl"
4. Orafol "SuperBright"
5. Orafol "Marathon"
6. 3M Series RS20, RS60, RS64I

**Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)**

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange
7. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92844 Fluorescent Yellow/Green
8. 3M Series 3940
9. 3M Series 3924S Fluorescent Orange
10. 3M Series 3921 Fluorescent Yellow
11. 3M Series 3923 Fluorescent Yellow Green

**Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)**

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow
8. Orafol, Oralite 5930, Fluorescent Orange

**Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)**

1 3M Diamond Grade, DG3, Series 4000

2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange
5. Avery Dennison, OmniCube, T-11500 Series
6. Avery Dennison, OmniCube, T-11511, Fluorescent Yellow
7. Avery Dennison, OmniCube, T-11513, Fluorescent Yellow Green
8. Avery Dennison, OmniCube, W-11514 Fluorescent Orange

**SPECIALTY SIGNS**

1. Orafol "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

**ALTERNATIVE SIGN SUBSTRATES**

**Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC**

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)
4. EcoStrate Sign, Model Traffic 025

**Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches**

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)
4. Kommerling, USA, KomAlu 3 mm

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### 7-1.01 GENERAL

You must notify the County of weekly safety meetings 48 hours in advance and allow for County inspectors to attend the meetings.

### 7-1.03 PUBLIC CONVENIENCE

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the section entitled Public Safety elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Sections 7-1.03, 7-1.04, and 12 Temporary Traffic Controls.

### 7-1.04 PUBLIC SAFETY

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

1. Excavations—The near edge of the excavation is 12 feet or less from the edge of the lane, except:

   a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   b. Excavations less than one foot deep.
   c. Trenches less than one foot deep.
   d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction. Excavations which are limited to 2" vertical, outside of the existing traveled way may be left overnight, but must be filled to grade the following day.
   e. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
   f. Excavations protected by existing barrier or railing.

   All excavations within the traveled way must be made flush with the existing surface prior to opening a closure. Edgeline obliterated during widening must be replaced with temporary delineation and maintained until a new surface treatment is installed.

2. Temporarily Unprotected Permanent Obstacles—The work includes the installation of a fixed obstacle together with a protective system, such as sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3. Storage Area—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this Section, "Public Safety" and in Section 7-1.04, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed, or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

| Approach Speed of Public Traffic (Posted Limit) | Work Areas |
|---|---|
| Over 45 Miles Per Hour | Within 6 feet of a traffic lane but not on a traffic lane |

| | |
|---|---|
| 35 to 45 Miles Per Hour | Within 3 feet of a traffic lane but not on a traffic lane |

The lane closure provisions of this section shall not apply if the work area is protected by a permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Safety", including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

The Contractor shall be aware that some areas in Solano County are subject to flooding from time to time. The project jobsite may be such an area. The Contractor shall perform all investigations it deems necessary to inform itself of the potential of the jobsite to flood. No additional compensation shall be provided to the Contractor for any delays or damages suffered by the Contractor as a result of flooding of the jobsite, or of any other areas in Solano County.

The Contractor shall be aware that from time to time individuals, private entities, and public agencies release water into, or impound water in, various ditches and creeks in Solano County. The project jobsite may contain such ditches and creeks. The Contractor shall perform all investigations it deems necessary to inform itself whether such water releases or impoundments may occur which could affect the jobsite. The Contractor shall take all necessary actions to protect the project work from such water releases or impoundments. No additional compensation shall be provided to the Contractor for any delays or damages suffered by the Contractor as a result of water releases or impoundments which affect the jobsite. Full compensation for protecting the project work from such water releases or impoundment shall be considered as included in the various contract items of work, and no additional compensation shall be made therefore.

**7-1.06 INSURANCE**
**7-1.06A General**

Without limiting the Contractor's obligation to indemnify the County of Solano, the Contractor shall maintain and keep in force during the term of this Agreement the following insurances:

1. Bodily Injury and Property Insurance for all activities of the Contractor (and its subcontractors)

arising out of or in connection with this Agreement, written on a Commercial General Liability form including, but not limited to, premises and operations, independent contractors, products and completed operations, contractual liability and personal injury, in an amount no less than **Five Million Dollars ($5,000,000)** combined single limit for each occurrence.

2. Automobile Liability Insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount no less than **One Million Dollars ($1,000,000)** combined single limit for each occurrence.

3. Each said commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

   a. The County of Solano, its officers, agents and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

   b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage's afforded shall apply as though separate policies had been issued to each insured.

   c. The insurance provided is primary and no insurance held or owned by the County of Solano shall be called upon to contribute to a loss.

   d. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

   e. The coverage provided by this policy shall not be reduced or canceled without 30 days written notice given to the County of Solano.

4. Prior to commencement of any work under this contract, the Contractor shall provide proof of required insurance to the Engineer.

5. Workers' Compensation insurance as required by the Labor Code of the State of California, for Contractor and employees of Contractor shall be provided by Contractor. All Workers' Compensation policies shall be endorsed with the following specific languages: "This policy shall not be canceled or materially changed without first giving 30 days prior notice to Solano County in writing."

## 8 PROSECUTION AND PROGRESS

### 8-1.01 GENERAL

Time is of the essence in completing the work under this contract.

### 8-1.02 SCHEDULE

#### 8-1.02B(1) General

Prior to beginning work, a progress schedule will be provided to Solano County's Construction Engineer for the duration of the construction.

### 8-1.03 PRE-CONSTRUCTION CONFERENCE

Prior to the issuance of the Notice to Proceed, a Pre-Construction Conference will be held at the office of the Department of Resource Management for the purpose of discussing with the Contractor the scope of work, contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

### 8-1.04 START OF JOB SITE ACTIVITIES
### 8-1.04B Standard Start

Section 8-1.04B, "Standard Start," of the Standard Specifications is amended to read:

> The County will issue a formal written "Notice to Proceed," after the Contract has been approved, within sixty calendar days after the bid has been awarded. The Contractor shall not begin work within the County right-of-way until they have received a County issued Notice to Proceed. Within ten working days after issuance of Notice to Proceed, the Contractor shall begin to prosecute the work. The term of this contract is:
>
> **TWELVE (12) MONTHS**

### 8-1.10 LIQUIDATED DAMAGES
### 8-1.10A General

The liquidated damages amount prescribed in the specifications, to be paid to the County of Solano or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

The Contractor shall pay to the County of Solano the sum of $2,900 per day, for each and every calendar day's delay in finishing the work as outlined in the Standard Specifications and these Special Provisions.

## 9 PAYMENT

### 9-1.01 GENERAL

Attention is directed to Section 9-1.16, "Progress Payments" and 9-1.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of making partial payments pursuant to Section 9-1.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes: **NONE**.

After acceptance of the contract pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

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

### 9-1.16 PROGRESS PAYMENTS
### 9-1.16A General

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

### 9-1.17 PAYMENT AFTER CONTRACT ACCEPTANCE
### 9-1.17A General

**Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications is amended to read:**

After the work has been completed satisfactorily as determined by the Engineer and as provided in Section 5-1.46, "Final Inspection and Contract Acceptance", payments will be made to the Contractor subject to the provisions in this Section 9-1.17.

**Section 9-1.17B, "Payment Before Final Estimate," of the Standard Specifications is amended to read:**

After the work has been completed as determined by the Engineer, he will make an estimate of the total amount of work done under the contract and the County will make a final monthly payment pending issuance of the proposed final estimate. The County will pay the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment.

**The following is added to Section 9-1.17(D)(2)(b) "Overhead Claims"**

Overhead costs may not be claimed or recovered on the basis of any 'Eichleay' formula, or 'Total Cost' recovery formula.

**Section 9-1.17D (3) "Final Payment and Claims," of the Standard Specifications is amended to read:**

After acceptance of the work by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate, or a written statement of all claims arising under or by virtue of the contract, so that the Engineer receives such written approval or statement of claims no later than close of business 30 days after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.05, "Changes and Extra Work"; 8-1.05, "Time"; 8-1.10, "Liquidated Damages"; 4-1.06, "Differing Site Conditions"; 5-1.36, "Property and Facility Preservation"; 5-1.36D, "Non-highway Facilities"; and 5-1.43, "Potential Claims and Dispute Resolution," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if the Contractor files no claim within the period of thirty days, the Engineer shall make and issue his final estimate in writing and will recommend to the Board of Supervisors that it formally accepts the contract. In no event shall final payment be made in less than thirty days after completion of work and the formal acceptance of the contract by the Board of Supervisors. Such final estimate and payment shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable, except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

If the Contractor within the specified period of thirty days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the County will pay the sum so found to be due. The semifinal estimate and payment shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code section 12650 et. seq., the undersigned,

_____
(name)

_____
(title)
of
_____
(company)

certifies that the claim for the additional compensation and time, if any, made for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____day
of _____, 20 ___, by _____ , proved to me on the basis of satisfactory evidence

to be the person(s) who appeared before me.

Seal _____

Signature _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the County at its discretion.

Any costs or expenses incurred by the County in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the County within the meaning of the California False Claims Act.

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

Upon final determination of the claims, the Engineer shall then make and issue his final estimate in writing and will recommend to the Board of Supervisors that they formally accept the contract. In no event shall final payment be made in less than thirty days after completion of work and the formal acceptance of the contract by the Board of Supervisors. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable, except as otherwise provided in Sections 5-1.27, "Records," and 9-1.21, "Clerical Errors."

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## 10 GENERAL

### 10-1.01 GENERAL

### 10-1.02 WORK SEQUENCING

### 10-1.02A General

Order of work shall conform to the provisions in these Special Provisions.

Contractor shall have their Traffic Control Plan approved prior to the beginning of road construction work.

Attention is directed to Section 7-1.03, "Public Convenience"; Section 7-1.04, "Public Safety"; and Section 12-4, "Maintaining Traffic" of the Standard Specifications and these Special Provisions.

## 10-5 DUST CONTROL

Attention is directed in the prevention and alleviation of dust by applying water, a dust palliative under Section 18, "Dust Palliatives", of the Standard Specifications and these Special Provisions.

## 10-6 WATERING

The Contractor shall develop a water supply to furnish and apply water. Water maybe potable or non-potable. Non-potable water must be either recycled water or non-potable water developed from other sources.

Non-potable water supply, tanks, water trucks, and other conveyances of non-potable water must be labeled Non-potable Water / Do Not Drink. Each water storage tank or water truck must be equipped with positive shut-off valves.

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

## 12 TEMPORARY TRAFFIC CONTROL

## 12-1 GENERAL

### 12-1.01 GENERAL

Attention is directed to Section 7-1.03 "Public Convenience," Section 7-1.04, "Public Safety," and Section 12 "Temporary Traffic Control," of the Standard Specifications and to the section entitled Public Safety elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Sections 7-1.03 and 7-1.04.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and County holidays and when construction operations are not actively in progress.

Unless approved by the Engineer, not more than one stationary lane closure will be allowed at one time.

The lane closure provisions of this section shall not apply if the work area is protected by a permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 ft. without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Local authorities shall be notified at least 5 business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall arrange to keep the work area clear of parked vehicles.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way closed to public traffic.

When work vehicles or equipment is parked on the shoulder within 8 feet of a traffic lane, the shoulder area shall be closed in accordance with the Standard Plans.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic.

## 12-4 MAINTAINING TRAFFIC

### 12-4.02 TRAFFIC CONTROL SYSTEMS

#### 12-4.02A General

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications, the provisions under Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", Section 12-3.11, "Construction Area Signs", and Section 12-4, "Maintaining Traffic", of the Standard Specifications and these Special Provisions.

The provisions in this section shall not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety", of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Temporary Traffic Control", of the Standard Specifications, the provisions under Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", Section 12-3.11, "Construction Area Signs", and Section 12-4, "Maintaining Traffic", of the Standard Specifications and these Special Provisions.

The provisions in this section shall not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety", of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

#### 12-4.02D Payment

The bid item lump sum price for Traffic Control Plan shall include full compensation for preparation and implementation of a traffic control plan, flagging, placement, maintenance and removal of traffic control devices and providing for public safety.

# 13 WATER POLLUTION CONTROL

## 13-1 GENERAL

### 13-1.01 GENERAL

### 13-1.01A General

Water pollution control work shall conform to the provisions in Section 7-1.11, "Federal Laws for Federal-Aid Contracts"; Section 13, "Water Pollution Control"; and Section 14, "Environmental Stewardship" of the Standard Specifications and these Special Provisions.

Submit the local project to the CA Waterboard SMARTS system. Link the project to Solano County's LRP, Pejman Mehrfar, user ID: **pmehrfar**

## 13-2 WATER POLLUTION CONTROL PROGRAM

### 13-2.04 PAYMENT

The County pays for preparation of water pollution program as follows:

1. Total of 75 percent of the item total upon authorization of the WPCP
2. Total of 100 percent of the item total upon contract acceptance

# 14 ENVIRONMENTAL STEWARDSHIP

## 14-8 NOISE AND VIBRATION

### 14-8.02 NOISE CONTROL

Noise control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these Special Provisions. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

## DIVISION III EARTHWORK AND LANDSCAPE

## 20 LANDSCAPE

### 20-1 GENERAL

### 20-1.01A Summary

The Contractor will maintain landscaping areas on Suisun Parkway from the City/County limit near the I-80 overpass to the City/County limit near Suisun Creek Bridge for a total length of 1.7 miles. The areas of maintenance on Suisun Parkway includes:

1. Center median landscaping area between the east and westbound traffic lanes.
2. Landscaping areas north of the westbound traffic lane and south of the fence.
3. Landscaping area from the edge of pavement on the eastbound lane extending 10' to the south.

The Contractor will maintain landscaping areas on Cordelia Road from the City/County limit near the I-680 overpass to the City/County limit for a total length of 0.35 miles. The areas of maintenance on Cordelia Road includes:

1. Landscaping area from the southern edge of pavement to the railroad tracks.
2. Landscaping areas from the northern edge of pavement to the property fence line.

The Contractor will maintain landscaping areas on Benicia Road from Lemon Street to the southern intersection of Benicia Road and Starr Avenue for a total length of 0.25 miles. The areas of maintenance on Benicia Road includes:

1. Landscaping areas from the northern curb to the back of sidewalk.
2. Landscaping areas from the southern curb to the back of sidewalk.
3. Center median landscaping areas between the east and westbound traffic lanes extending from Ream Street to Lemon Street.

The maintenance responsibilities for these landscaping areas includes the following services:

1. Trimming of shrubs as needed. Shrubs shall be trimmed such that vegetation remains 24" away from the roadway, walkways or bike lanes. The maximum height of shrubs shall not exceed 24" nor should shrubs block sight distance for motorists, cyclists or pedestrians as determined by the Engineer.
2. Trees shall be pruned and kept free of root sprouts. Trees shall be maintained such that no limbs, branches or foliage overhang the roadway or bike path to allow for unimpeded and safe passage of motorists, cyclists and pedestrians.
3. All dead shrubs, dead trees, and plant litter shall be removed and disposed of outside of the County right-of-way.
4. Grass and/or weeds shall be kept to a maximum of 4" in height from grade via mowing, trimming or by herbicide application. **Weeds and grass may be mulched and left in place in the Suisun Parkway and Cordelia Road landscaping areas only.**
5. Litter, trash and excess organic material shall be removed and disposed of outside of County right-of-way.

6. Bike paths and walkways in the landscaping areas shall be kept free of debris.
7. Report any plant/tree diseases, problems or vandalism to the Engineer immediately.
8. **All plants and trees in the Benicia Road landscaping areas only shall be watered such that plant viability continues throughout the term of the Contract. Plants and trees that are rendered unviable due to insufficient watering and maintenance shall be replaced by the Contractor.**

Maintenance services shall be performed a minimum of once per month. The frequency of watering in the Benicia Road landscaping areas will vary depending on rainfall and weather. The Contractor is expected to ensure continued viability of plants and trees in the Benicia Road landscaping areas. **The Contractor will be responsible for supplying water as required.**

**20-1.04 Payment**

The contract bid unit price paid per month for Landscaping Maintenance includes full compensation for all required landscaping services as outlined in the Standard Specifications as well as these Special Provisions. This includes replacement of those plants which are deemed unviable as a result of insufficient watering or maintenance by the Contractor for each of the three roads containing landscaping areas. No additional compensation will be allowed.

## 20-3 PLANTING

**20-3.01 GENERAL**

**20-3.01A General**

**20-3.01A(1) Summary**

The Contractor will perform plantings of new plantings or replacement plantings as directed by the Engineer. These plantings are replacements for plantings which died despite receiving proper maintenance by the Contractor as outlined in Section 20-1. This includes struck, vandalized, and stolen plantings. The type of trees or shrubs are to be determined by the Engineer based on availability and equivalency to preexisting plantings.

**20-3.01C(1) Submittal**

Submit planting catalog cuts and nursery descriptions in accordance with the Standard Specifications for acceptance prior to ordering of vegetation.

**20-3.01D Payment**

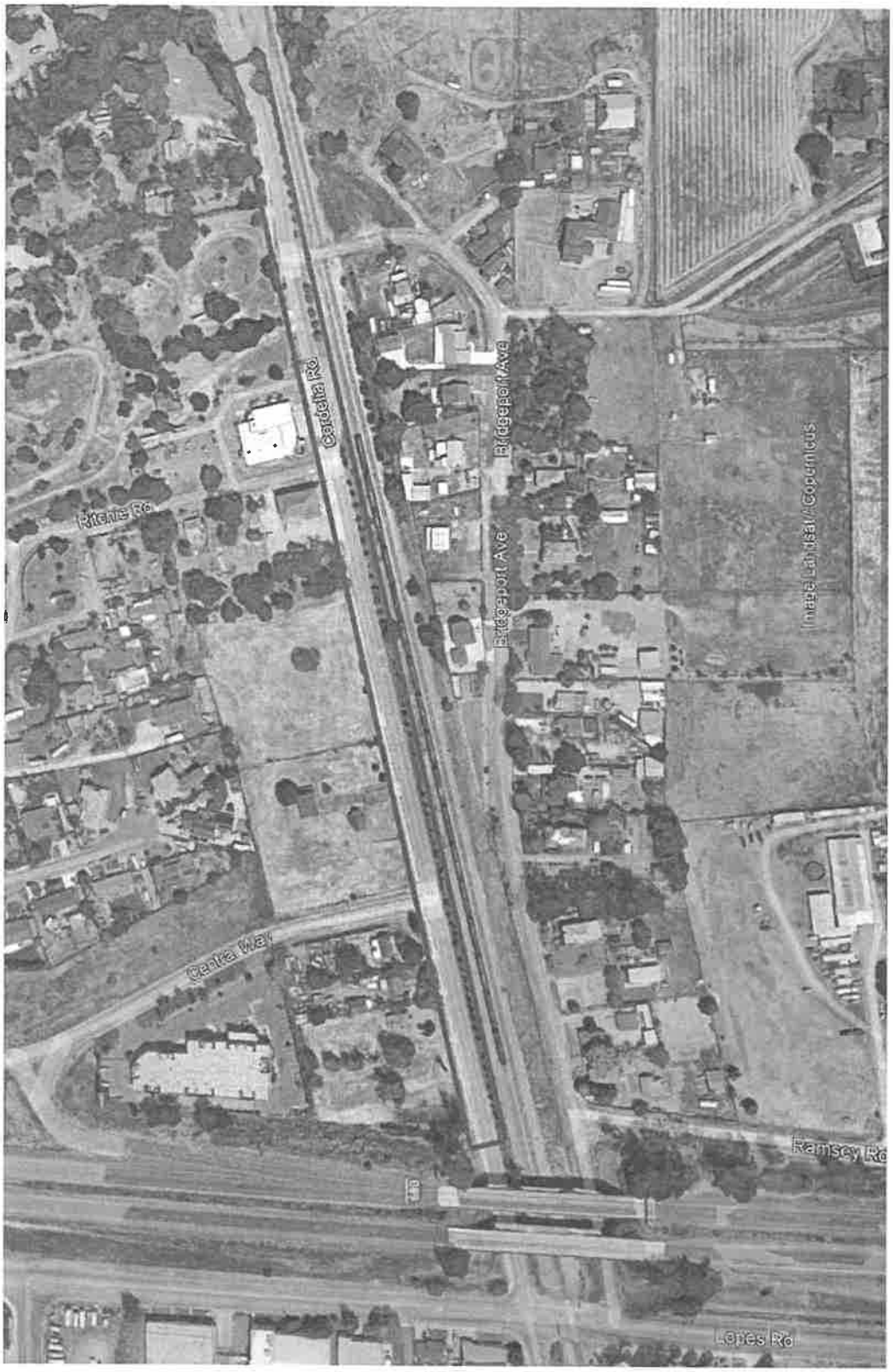
The contract bid unit price paid per each for Plant Tree includes full compensation for submittals, excavating, planting, clean up, backfilling around the tree location, initial watering, and replacement if damaged by the Contractor.

The contract bid unit price paid per each for Plant Vegetation includes full compensation for submittals, excavating, planting, clean up, initial watering, and replacement if damaged by the Contractor.

The contract bid unit price paid per USD for Procure Vegetation and Trees includes full compensation for the furnishing of shrubs and trees for planting as directed by the Engineer. The amount paid will be the actual cost of procurement plus a markup of 15%. The Contractor will be required to submit proof of transaction with the nursery or supplier for payment.

Replacement of existing plantings which were deemed unviable due to insufficient watering or maintenance by the Contractor is included in the contract bid unit price for Landscaping Maintenance and no additional compensation will be allowed.

## Exhibit A: Cordelia Road Area of Maintenance



## Exhibit B: Suisun Parkway Area of Maintenance

## Exhibit C: Benicia Road Area of Maintenance

Wilbur Ave
Walker St
Rose St
Wallace Ave
Benicia Rd
Solano Ave
Glen Ave
Glen Ave
Glen

**END OF DOCUMENT**

JAMES BEZEK
Director
(707) 784 6765

MATT TUGGLE
Public Works Manager
(707) 784 6765

CHRIS FERRUCCI
County Surveyor
(707) 784 6765

**DEPARTMENT OF RESOURCE MANAGEMENT**

SOLANO COUNTY

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www.solanocounty.com

Public Works – Engineering Services Division

**May 15th, 2025**

**COUNTY OF SOLANO COUNTY**
**STATE OF CALIFORNIA**

**NOTICE TO BIDDERS, BID FORM, SPECIAL PROVISIONS, AGREEMENT AND RELATED CONTRACT DOCUMENTS FOR CONSTRUCTION OF**

**COUNTYWIDE LANDSCAPING CONTRACT 2025**

**ADDENDUM NO. 1**

**TO: ALL PROSPECTIVE BIDDERS**

You are hereby notified of the following additions, changes and/or clarifications to the project plans and specifications:

1. Bid opening is rescheduled for **June 3rd, 2025 at 2:00pm** at the Solano County Administration Center (CAC), 675 Texas Street, Fairfield, California, 94533.

2. Page 15, "Bid schedule" is replaced entirely with Attachment A, "Revised Bid Schedule."

3. On page 54, Section 2 "Bidding," paragraph two is amended as follows:

   Each bidder shall be licensed by the time of award of contract in accordance with the provisions of the Contractor's License Law as contained in Chapter 9, Division 3 of the Business and Professions Code (commencing with §7000), and any acts amendatory thereof, and shall be skilled and regularly engaged in the general class or type of work called for under these contract documents. A statement setting forth his experience and business standing shall be submitted by each bidder on the form provided herewith. ~~The Contractor shall possess a Class A license at the time the contract is awarded.~~ The Contractor shall possess a Class A License or Class C-27 License. The Contractor shall possess a Department of Pesticide Regulation Category B Qualified Applicator License.

4. Section 6 "Control of Materials" is deleted entirely. No Roundup (glyphosate) products shall be used.

5. On page 71, the last paragraph of Section 8-1.10 Liquidated Damages is amended as follows:

   The Contractor shall pay to the County of Solano the sum of ~~$2,900~~ $2,800 per day, for each and every calendar day's delay in finishing the work as outlined in the Standard Specifications and these Special Provisions.

6. Bid Item 5 – Plant Vegetation (1 gallon) includes Salvia Leucantha, Red Creeping Thyme, Heathers, Catmint or equivalent. Bid Item 6 – Plant Tree (5 gallon) includes Acer Rubrum Red Sunset, Southern Magnolia, Chinese Pistache or equivalent.

Sincerely,

Matt Tuggle
Engineering Manager

# ATTACHMENT A
# COUNTYWIDE LANDSCAPING CONTRACT 2025
# REVISED BID SCHEDULE

| ITEM NO. | DESCRIPTION | UNIT | QTY | ITEM PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE | LS | 1 | $ - | $ - |
| 2 | LANDSCAPING MAINTENANCE - SUISUN PARKWAY | MONTH | 12 | $ - | $ - |
| 3 | LANDSCAPING MAINTENANCE - CORDELIA ROAD | MONTH | 12 | $ - | $ - |
| 4 | LANDSCAPING MAINTENCANCE - BENICIA ROAD | MONTH | 12 | $ - | $ - |
| 5 | PLANT VEGETATION (1 GAL) | EA | 100 | $ - | $ - |
| 6 | PLANT TREE (5 GAL) | EA | 25 | $ - | $ - |
| | | | | GRAND TOTAL | $ - |