

COUNTY OF SOLANO
STATE OF CALIFORNIA



HAY ROAD IMPROVEMENT PROJECT 2024

**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: August 15, 2024

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/>

COUNTY OF SOLANO
STATE OF CALIFORNIA

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

HAY ROAD IMPROVEMENT PROJECT 2024

for use in connection with Caltrans Standard Specifications 2018,
Revised Caltrans Standard Specifications 2018 Dated 04/15/2022
Revised Caltrans Standard Plans 2018 Dated 04/15/2022
and Labor Surcharge and Equipment Rental Rates.

BOARD OF SUPERVISORS

MITCH MASHBURN – CHAIRMAN
ERIN HANNIGAN – VICE CHAIRMAN
WANDA WILLIAMS – CHAIR PRO TEM
JOHN VASQUEZ
MONICA BROWN

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

HAY ROAD IMPROVEMENT PROJECT 2024

SIGNATURE AND SEAL SHEET

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




RILEY MARTINSON, PE, TE
SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT
ENGINEERING SERVICES SUPERVISOR

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TABLE OF CONTENTS

TABLE OF CONTENTS.....	iii
IMPORTANT SPECIAL NOTICE	5
IMPORTANT SPECIAL NOTICE	6
NOTICE TO BIDDERS	7
BID TO COUNTY OF SOLANO, STATE OF CALIFORNIA	9
BID SCHEDULE.....	11
SOLANO COUNTY BIDDER'S LIST OF SUBCONTACTORS	13
AGREEMENT.....	31
DIVISION I GENERAL PROVISIONS	45
1 GENERAL.....	45
2 BIDDING.....	46
3 CONTRACT AWARD AND EXECUTION	48
5 CONTROL OF WORK	49
6 CONTROL OF MATERIALS.....	51
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	59
8 PROSECUTION AND PROGRESS	63
9 PAYMENT	64
DIVISION II GENERAL CONSTRUCTION.....	69
10 CONSTRUCTION DETAILS.....	69
12 TEMPORARY TRAFFIC CONTROL.....	69
13 WATER POLLUTION CONTROL	75
15 EXISTING FACILITIES.....	76
17 GENERAL	77
19 EARTHWORK.....	77
21 EROSION CONTROL	80
22 FINISHING ROADWAY.....	80
DIVISION V SURFACINGS AND PAVEMENTS	81
39 HOT MIX ASPHALT.....	81
DIVISION VII DRAINAGE FACILITIES	85
DIVISION VIII MISCELLANEOUS CONSTRUCTION.....	85
78-2 SURVEY MONUMENTS	85
DIVISION IX TRAFFIC CONTROL DEVICES	86
82 SIGNS AND MARKERS	86
84 MARKINGS	87
TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS.....	89

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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.

This is in addition to the name and location of the place of business of the subcontractor which is already required by current law.

AGC initially opposed the legislation due to concerns that a mistake involving an incorrect license number could lead to bid protests or a bid to be determined non-responsive.

To address these concerns, the legislation was amended to provide that an inadvertent error in listing the California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening.

In addition, the corrected contractor's license number must correspond to the submitted name and location for that subcontractor.

AGC also requested that the effective date for AB 44 be delayed until July 1, 2014 to give contractors and public agencies adequate time to prepare for implementation of the new law. Public agencies are required to provide in the specifications or in the general conditions under which bids will be received that any person making a bid shall include a listed subcontractor's license number.

Equal Employment Opportunity (EEO) Certification Requirements: EEO - 1 Form Submittal Requirements. See subsequent sections of these Special Provisions for additional information.

IMPORTANT SPECIAL NOTICE

Contractors and subcontractors need to be registered with the Department of Industrial Relations in order 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 **\$300** 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 CSLB 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://efiling.dir.ca.gov/PWCR/Search>

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

<http://www.dir.ca.gov/Public-Works/PublicWorksContractorsAndSubcontractors.html>

NOTICE TO BIDDERS

Bid Opening Date: August 15, 2024

Date: July 30, 2024

The COUNTY OF SOLANO in the State of California will receive bids for the furnishing of all labor, materials, transportation, and services necessary for the construction and completion of:

HAY ROAD IMPROVEMENT PROJECT 2024

General work description: Edge widening, cold planing, and 3" thick 3/4"-HMA overlay with geosynthetic interlayer on Hay Road from Burke Lane to State Route 113. The work also includes construction of a HMA driveway, roadside ditches, shoulder backing, striping, adjusting facilities to grade, and signage.

Bids must be on a unit price basis.

Work must be completed within **THIRTY-FIVE (35)** working days.

The estimated cost of the project is **\$1,550,000**.

There is no DBE requirement for this project.

The Department will receive bids until 2:00 p.m. 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.

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 \$150.00, plus shipping and handling, and are 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 10 % of the bid.

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

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

Contractor must possess a valid business license.

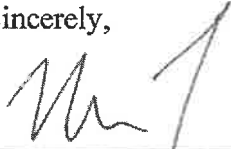
Prevailing wages are required on this contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR website: <http://www.dir.ca.gov> or from the Department's Labor Compliance Office of the district in which the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

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Tuggle', is written over a horizontal line.

MATT TUGGLE
ENGINEERING MANAGER

BID TO COUNTY OF SOLANO, STATE OF CALIFORNIA

NAME OF BIDDER Team Ghilotti, Inc.

BUSINESS ADDRESS 2531 Petaluma Blvd. South,

CITY, STATE, ZIP Petaluma CA 94952

TELEPHONE AND AREA CODE (707) -763-8700

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 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:

HAY ROAD IMPROVEMENT PROJECT 2024

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 must 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 is 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 prevails, 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 prevails and will be divided by the estimated quantity for the item and the price thus obtaining the bid 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 and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the County, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice

from the Engineer that the contract has been awarded, the County may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and its acceptance will be null and void and the forfeiture of such security accompanying this bid will operate and the same will be the property of the County of Solano.

WARNING: Any bidder or contractor not licensed by the time of award of contract will 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 he has carefully examined the location of the proposed work, the attached proposed form of contract, and the plans referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the County of Solano, in the form of the copy 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 he will take in full payment the following item prices in the bid schedule.

**ATTACHMENT A
HAY ROAD IMPROVEMENT PROJECT 2024
REVISED BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	MOBILIZATION	LS	1	\$ 77,366.44	\$ 77,366.44
2	FLAGGING STRAIGHT TIME(S) *	HRS	560	\$ 108.08	\$ 60,524.80
3	FLAGGING OVERTIME (S) *	HRS	140	\$ 128.98	\$ 18,057.20
4	TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE (S)	LS	1	\$ 9,700.00	\$ 9,700.00
5	CONSTRUCTION AREA SIGNS (S)	LS	1	\$ 3,500.00	\$ 3,500.00
6	STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$ 20,000.00	\$ 20,000.00
7	POTHOLING (VACTOR EXTRACTION)	EA	5	\$ 981.00	\$ 4,905.00
8	CLEARING AND GRUBBING	LS	1	\$ 20,700.00	\$ 20,700.00
9	ROADSIDE DITCH	LF	3150	\$ 6.25	\$ 19,687.50
10	SHOULDER BACKING	CY	46	\$ 38.00	\$ 1,748.00
11	SHOULDER BACKING (PLACEMENT)	LF	612	\$ 2.50	\$ 1,530.00
12	FINISH ROADWAY	LS	1	\$ 7,700.00	\$ 7,700.00
13	HMA EDGE WIDENING (TYPE A-3/4")	SF	57644	\$ 6.50	\$ 374,686.00
14	HMA EDGE WIDENING EXTRA DEPTH (3 INCH) (TYPE A-3/4")	SF	6219	\$ 4.00	\$ 24,876.00
15	HMA LEVELING COURSE (3/8" MIX) (1.5 INCH MAX)	TON	315	\$ 120.00	\$ 37,800.00
16	HOT MIX ASPHALT (TYPE A-3/4"), MAINLINE (3 INCH)	TON	4732	\$ 118.00	\$ 558,376.00
17	HOT MIX ASPHALT (TYPE A-3/4"), INTX & DRWY	TON	196	\$ 216.00	\$ 42,336.00
18	BASE FAILURE REPAIRS (DIG-OUTS) (HMA TYPE A - 3/4")	SF	4753	\$ 12.00	\$ 57,036.00
19	HMA LEVELING COURSE (PARTIAL WIDTH BLADE PATCH) (PLACEMENT)	SY	3731	\$ 7.00	\$ 26,117.00
20	COLD PLANING ASPHALT CONCRETE PAVEMENT	SF	5683	\$ 1.40	\$ 7,956.20
21	MONUMENT WELL	EA	2	\$ 2,500.00	\$ 5,000.00
22	ROADSIDE SIGNS (S)	EA	6	\$ 125.00	\$ 750.00
23	REMOVE AND SALVAGE ROADSIDE SIGN (S)	EA	6	\$ 550.00	\$ 3,300.00
24	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 6 (4 INCH -YELLOW) (S)	LF	5212	\$ 1.00	\$ 5,212.00
25	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 19 (4 INCH -YELLOW) (S)	LF	1044	\$ 3.25	\$ 3,393.00
26	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 22 (4 INCH -YELLOW) (S)	LF	335	\$ 5.25	\$ 1,758.75
27	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 38 (8 INCH -WHITE) (S)	LF	300	\$ 4.00	\$ 1,200.00

28	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 39 (6 INCH - WHITE) (S)	LF	15628	\$ 1.25	\$ 19,535.00
29	THERMOPLASTIC PAVEMENT MARKINGS (S)	SF	179	\$ 15.00	\$ 2,685.00
30	GEOSYNTHETICS PAVEMENT INTERLAYER (PAVING FABRIC)	SY	26299	\$ 1.89	\$ 49,705.11
			GRAND TOTAL		\$ 1,467,141.00

***NOTE:** Flagging will be paid in accordance with "TEMPORARY TRAFFIC CONTROL" in these Special Provisions. The Contractor will be paid at the listed unit price for these items. This rate includes all markups. Listed Quantity is for bid purposes only. Payment will be based upon actual hours used.

SOLANO COUNTY BIDDER'S LIST OF SUBCONTRACTORS
TO BE COMPLETED AND SUBMITTED WITHIN 48 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: Tully Consulting Group City, State: Dixon, CA 95620	6, SWPPP	11,830.00	6 : 65.5%	N/A 1000024960	N	N/A
Name: Specialized Pavement Marking City, State: 19652 N. Hirsch Ct., Anderson, CA 96007	1, 24, 25, 26, 27, 28, 29, Striping	40,283.75	1 : 8.4% 24 : 100% 25 : 100% 26 : 100% 27 : 100% 28 : 100% 29 : 100%	854894 1000886659	N	N/A
Name: Farwest Safety, Inc City, State: Lodi, CA 95240	5, 22, 23, Traffic/signage	7,550.00	5 : 100% 22 : 100% 23 : 100%	523187 1000001371	N	N/A
Name: Pavement Recycling Systems, Inc City, State: Sacramento, CA 95838	13, 14, 18, 20, AC grinding	17,400.00	13 : 3.0% 14 : 6.6% 18 : 4.3% 20 : 7.2%	569352 1000003363	N	N/A
Name: Pacific Northwest Oil City, State: Stockton, CA 95205	19, 30, Tack oil and paving fabric	54,127.00	19 : 16.9% 30 : 100%	705296 1000377635	N	N/A
Name: City, State:						

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SUBCONTRACTOR LIST FORM

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

Contract No.

SUBCONTRACTOR LIST

DES-OE-0102.2C (REV.03/2015)

Lock Data on Form

Bidding Firm:

Team Ghilotti, 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
Tully Consulting Group 1650 N. Lincoln St Suite A, Dixon, CA 95620	N/A	DIR# 1000024960	6	65.5%	SWPPP
Specialized Pavement Marking 19652 N. Hirsch CL, Anderson, CA 96007	854894	DIR# 1000886659	1, 24, 25, 26, 27, 28, 29	1:8.4% 24: 100% 25: 100% 26: 100% 27: 100% 28: 100% 29: 100%	Striping
Farwest Safety, Inc 226 N. Main St., Lodi, CA 95240	523187	DIR# 1000001371	5, 22, 23,	5 : 100% 22: 100% 23: 100%	Traffic/Signage
Pavement Recycling Systems, Inc 2150 Bell Avenue Suite 125, Sacramento, CA 95838	569352	DIR# 1000003363	13, 14, 18, 20	13 : 3.0% 14 : 6.6% 18 : 4.3% 20 : 7.2%	AC grinding
Pacific Northwest Oil 3310 E Miner Ave, Stockton, CA 95205	705296	DIR# 1000377635	19, 30	19 : 16.9% 30 : 100%	Tack Oil and paving fabric

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-69, 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 ^{Team Ghilotti, Inc.}_____, proposed subcontractor ^{See Attached}_____, certifies that he has X , has not _____, 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, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable 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.
50473

(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.)

Printed on: 8/9/2024 2:45:09 PM

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



Office of Small Business & DVBE Services

Certification ID: 50473

Legal Business Name:
TEAM GHILOTTI INC

Doing Business As (DBA) Name 1:
TEAM GHILOTTI INC

Doing Business As (DBA) Name 2:

Address:
2531 PETALUMA BLVD S
PETALUMA
CA 94952-5523

Email Address:

jenniferg@teamghilotti.com

Business Web Page:

Business Phone Number:
707.763.8700

Business Fax Number:

Business Types:
Construction , Service

Certification Type	Status	From	To
SB-PW	Approved	01/30/2024	01/31/2026

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

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 Statement is part of the bid. Signing this bid on the signature portion also constitutes signature of this Statement.

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No 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 Statement and Questionnaire are part of the bid. Signing this bid on the signature portion shall also constitute signature of this Statement and Questionnaire.

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

**NONCOLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC.
7106**

The undersigned declares:

I am the President, CFO, Treasurer of Team Ghilotti, 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 his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/19/2024 [date],
at Petaluma [city], California [state].

**CALIFORNIA PUBLIC AGENCY, DEBARMENT AND SUSPENSION
CERTIFICATION**

The bidder, under penalty of perjury, 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.

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.

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 also constitutes signature of this Certification.

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SIGNATURE (BID)

Accompanying this bid is Bidder's 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.

See Attached list of Corporate Officers

Team Ghilotti, Inc.

License in accordance with an act providing for the registrations of contractors.

License No. 895384 License Expiration Date 04/30/2025,

Classification(s) Class A & HAZ

ADDENDA-BID

This bid is submitted with respect to the changes to the contract included in addenda number/s

1, 2
(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 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this 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 the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 08/14/2024

Signature and Title of Bidder K. G. [Signature] President, CFO, Treasurer

Business Address 2531 Petaluma Blvd. South, Petaluma CA 94952

Place of Business 2531 Petaluma Blvd. South, Petaluma CA 94952

Place of Residence 1395 Eastman Lane Petaluma, CA 94952

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 SonomaOn August 19, 2024

Date

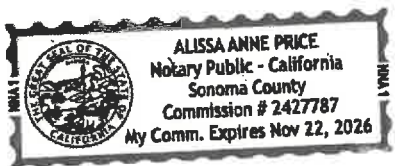
before me, Alissa Anne Price, Notary Public

Here Insert Name and Title of the Officer

personally appeared Kevin Ghilotti

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.

Place Notary Seal and/or Stamp Above

Signature Alissa Anne Price

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment 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)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

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CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 895384

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed [B&P 7071.17].
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/1/2024 11:14:53 AM

TEAM GHILOTTI INC
2531 PETALUMA BLVD S
PETALUMA, CA 94952
Business Phone Number:(707) 763-8700

Entity Corporation
Issue Date 04/27/2007
Expire Date 04/30/2025

This license is current and active.

All information below should be reviewed.

A - GENERAL ENGINEERING

Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Contractor's Bond

This license filed a Contractor's Bond with BERKLEY INSURANCE COMPANY.

Bond Number: 0165536
Bond Amount: \$25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual KEVIN CHRISTOPHER GHILOTTI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 12/31/2018
BQI's Bond History

This license has workers compensation insurance with the AMERICAN CASUALTY COMPANY OF READING PA

Policy Number: 7040007992
Effective Date: 10/01/2023
Expire Date: 10/01/2024
Workers' Compensation History



[eCPR Public Search](#)

[Log in](#)

[Public Works Support](#)

[Contractors](#)

[Projects](#)

[Register](#)

[Home](#) > [Contractor](#) > TEAM GHILOTTI, INC.

TEAM GHILOTTI, INC.

Contractor

Contractor business email

jenniferg@teamghilotti.com

Contractor c ation eff date

2022-07-01

Contractor first name

Jennifer

Contractor mailing city

PETALUMA

Contractor entity number

2972484

Contractor ID

1000002085

Contractor last name

Ghilotti

Contractor mailing address2

Contractor physical address1

2531 Petaluma Blvd So.

Contractor physical address2

Contractor source

SNOW

Contractor wc cert date

2021-10-01

Contractor wc exp date

2022-10-01

Contractor wc policy number

54309509

Contractor wc selection

Insured by carrier

Contractor legal entity name

**RESOLUTIONS ADOPTED BY UNANIMOUS
CONSENT OF THE BOARD OF DIRECTORS**

**of
Team Ghilotti, Inc.**

RECEIVED
MAR 31 2023
BY: _____

The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:


ELECTION OF BOARD OF DIRECTORS

RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

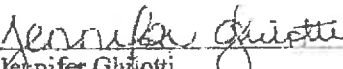
1. KEVIN GHILOTTI, EXECUTIVE CHAIR
2. JENNIFER GHILOTTI
3. JOSEPH MOREIRA
4. ROBERT E LEE
5. DENNIS GILARDI
6. LOREN HUDSON
7. TONY MOORE

DATED: February 22, 2023


Kevin Ghilotti


Joseph Moreira

Dennis Gilardi


Jennifer Ghilotti

Robert E Lee


Loren Hudson

Tony Moore

**RESOLUTIONS ADOPTED BY UNANIMOUS
CONSENT OF THE BOARD OF DIRECTORS**

**of
Team Ghilotti, Inc.**

The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:

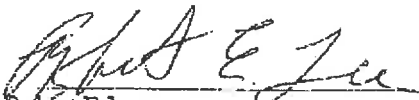
ELECTION OF BOARD OF DIRECTORS


RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

1. KEVIN GHILOTTI, EXECUTIVE CHAIR
2. JENNIFER GHILOTTI
3. JOSEPH MOREIRA
4. ROBERT E LEE
5. DENNIS GILARDI
6. LOREN HUDSON
7. TONY MOORE

DATED: February 22, 2023


Kevin Ghilotti


Robert E Lee

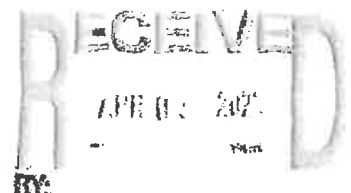

Joseph Moreira

Loren Hudson

Dennis Gilardi

Tony Moore


Jennifer Ghilotti





Corporate Officers

Kevin Ghilotti..... Owner/President/CEO/CFO/Treasurer
1395 Eastman Lane
Petaluma, CA 94952
Phone: (707) 227-6984

Jennifer Ghilotti..... Vice President, Secretary
5806 Kittyhawk Place
Rohnert Park, CA 94928
Phone: (707) 280-7255

Joesph 'Joe' Moreira General Manager, Assistant Secretary
1220 Bloomfield Road
Sebastopol, CA 95472
Phone: (707) 953-9613

I, Joe Moreira, Assistant Secretary of Team Ghilotti, Inc. certify that the attached is a copy of the resolution of the Board of Directors of Team Ghilotti, Inc.



Joe Moreira, Assistant Secretary

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Team Ghilotti, Inc. as Principal, and Berkley Insurance Company, a Corporation, organized and existing under and by virtue of the laws of the State of Delaware 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 (\$ --10%--), 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;

HAY ROAD IMPROVEMENT PROJECT 2024


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.

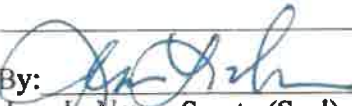
In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 2nd day of August, 2024

Team Ghilotti, Inc.

Berkley Insurance Company

By: 
Principal (Seal)
Kevin Ghilotti, President, CFO, Treasurer

By: 
Jean L. Neu Surety (Seal)
Attorney-in-Fact

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 (10%) percent of the amount bid.
- (3) Bidders must use this form unless the surety company form is substantially the same.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sonoma

On August 19, 2024

Date

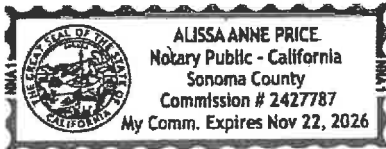
before me, Alissa Anne Price, Notary Public

Here Insert Name and Title of the Officer

personally appeared Kevin Philotti

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 Alissa Anne Price

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment 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)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

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 Santa Clara

On AUG - 2 2024 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
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

Erin Bautista

(Seal)



**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Bryan D. Martin; Erin Bautista; Jean L. Neu; or Gordon Scott Gaddy of ABD Insurance & Financial Services, Inc. of San Mateo, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024



Attest:

By

Philip S. Welt
Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDABAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundabakken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Witness my hand and seal of the Company, this 2nd day of August, 2024

Vincent P. Forte
Vincent P. Forte

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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: _____
☐ 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: _____

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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:

NA

☐ 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:

NA

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

☒ BIDDER IS A CORPORATION

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

Team Ghilotti, Inc.

Corporation is incorporated in the State of: California

HAY ROAD IMPROVEMENT PROJECT 2024

AGREEMENT

THIS AGREEMENT is entered into in quadruplicate this 9th day of September, 2024 between the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** hereinafter called "County," and **Team Ghilotti, Inc.** hereinafter called "Contractor":

WITNESSETH

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**") 2018, (g) the Caltrans Standard Specifications ("**Standard Specifications**") 2018 pages 1 through 1260, and (h) the Contract Plans. 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

HAY ROAD IMPROVEMENT PROJECT 2024

project, 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 must 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 on Hay Road from Burke Lane to State Route 113.

4. **Time for Completion:**

The work under this contract must be completed within **THIRTY-FIVE (35) WORKING DAYS**.

5. Contract Price:

As compensation agreed upon for the work, County will 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 **One Million Four Hundred Sixty-Seven Thousand One Hundred Forty-One Dollars and 00/100 (\$ 1,467,141.00)** 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 will control and nothing will 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.

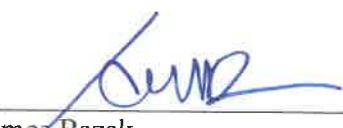
8. Integration:

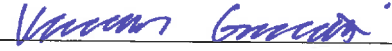
It is further expressly agreed between the parties that should any conflict arise between the terms of this contract and the bid of the Contractor, this contract will control and nothing will be considered as an acceptance of the terms of the bid that conflict with it.

9. Execution of Agreement:

SOLANO COUNTY:

CONTRACTOR: Team Ghilotti, Inc.

By: 
James Bezek
Director of Resource Management

By: 
TITLE: Kevin Ghilotti, President

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

Date: 9.9.24

Date: September 3, 2024

Contractor's License No. 895384

Business License No. L-0805244

City and County of
Business License Petaluma, Sonoma County

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: 

Dated: Sept 5, 2024

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 Team Ghilotti, Inc. as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:



HAY ROAD IMPROVEMENT PROJECT 2024

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the County, in the sum of One Million Four Hundred Sixty-Seven Thousand One Hundred Forty-One &/00/100s Dollars (\$ 1,467,141.00) 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, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, or his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless 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.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 29th day of August, 2024.

Team Ghilotti, Inc.

Berkley Insurance Company

By:

Principal (Seal)

Jennifer Ghilotti, Vice President, Secretary

By:

Surety (Seal)
Jean L. Neu, Attorney-in-Fact

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 Santa Clara

On AUG 29 2024 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu
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.

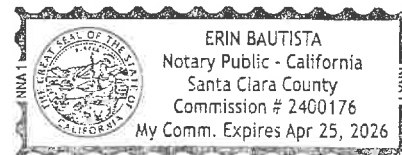
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Erin Bautista

(Seal)



NOTE:

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

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Bryan D. Martin; Erin Bautista; Jean L. Neu; Gordon Scott Gaddy; or Halle Bautista of ABD Insurance & Financial Services, Inc. dba Newfront Insurance Services of San Mateo, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024



Attest:

By

Philip S. Welt

Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of August, 2024



Vincent P. Forte
Vincent P. Forte

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: _____

☐ 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: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

Sonoma

County of _____

On **SEP 03 2024**

Date

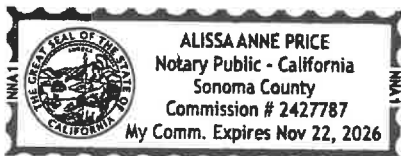
before me, Alissa Anne Price, Notary Public

Here Insert Name and Title of the Officer

personally appeared Jennifer Ghilotti

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 Alissa Anne Price

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment 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)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

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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 Team Ghilotti, Inc., as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

HAY ROAD IMPROVEMENT PROJECT 2024

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law:

PAYMENT
BOND

NOW, THEREFORE, we, the undersigned Contractor and surety, are held and firmly bound unto the County in the amount required by law, in the sum of One Million Four Hundred Sixty-Seven Thousand One Hundred Forty-One & 00/100s Dollars (\$ 1,467,141.00) 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, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 3181, 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 3248, that the surety of sureties herein 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 3181 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 3267.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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 29th day of August, 2024.

Team Ghilotti, Inc.

Berkley Insurance Company

By: Jennifer Ghilotti

Principal (Seal)
Jennifer Ghilotti, Vice President, Secretary

By: Jean L. Neu

Surety (Seal)
Jean L. Neu, Attorney-in-Fact

NOTE:

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

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 Santa Clara

On AUG 29 2024 before me, Erin Bautista, Notary Public
(insert name and title of the officer)

personally appeared Jean L. Neu,
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

Erin Bautista

(Seal)



**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Bryan D. Martin; Erin Bautista; Jean L. Neu; Gordon Scott Gaddy; or Halle Bautista of ABD Insurance & Financial Services, Inc. dba Newfront Insurance Services of San Mateo, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024



Attest:

By

Philip S. Welt
Philip S. Welt

Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter

Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2028

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 29th day of August, 2024



Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

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

Gov.

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: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

Sonoma

County of _____

On **SEP 03 2024**

Date

before me,

Alissa Anne Price, Notary Public

Here Insert Name and Title of the Officer

personally appeared _____

Jennifer Gthilotti

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.



Place Notary Seal and/or Stamp Above

Signature

Alissa Anne Price

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment 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)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

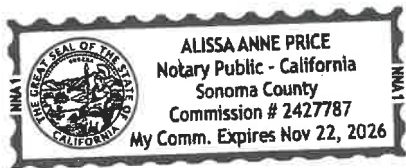
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 **Sonoma** }
 County of _____ }
 On **SEP 03 2024** before me, Alissa Anne Price, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared **Kevin Ghilotti President, CFO, Treasurer**
 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 Alissa Anne Price
 Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment 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)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**RESOLUTIONS ADOPTED BY UNANIMOUS
CONSENT OF THE BOARD OF DIRECTORS
of
Team Ghilotti, Inc.**



The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:

ELECTION OF BOARD OF DIRECTORS


RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

1. KEVIN GHILOTTI, EXECUTIVE CHAIR
2. JENNIFER GHILOTTI
3. JOSEPH MOREIRA
4. ROBERT E LEE
5. DENNIS GILARDI
6. LOREN HUDSON
7. TONY MOORE

DATED: February 22, 2023


Kevin Ghilotti

Robert E Lee


Joseph Moreira


Loren Hudson

Dennis Gilardi

Tony Moore


Jennifer Ghilotti

**RESOLUTIONS ADOPTED BY UNANIMOUS
CONSENT OF THE BOARD OF DIRECTORS**
of
Team Ghilotti, Inc.

The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:

ELECTION OF BOARD OF DIRECTORS


RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

1. KEVIN GHILOTTI, EXECUTIVE CHAIR
2. JENNIFER GHILOTTI
3. JOSEPH MOREIRA
4. ROBERT E LEE
5. DENNIS GILARDI
6. LOREN HUDSON
7. TONY MOORE


DATED: February 22, 2023


Kevin Ghilotti

Robert E Lee


Joseph Moreira

Loren Hudson


Dennis Gilardi

Tony Moore


Jennifer Ghilotti

**RESOLUTIONS ADOPTED BY UNANIMOUS
CONSENT OF THE BOARD OF DIRECTORS**

of
Team Ghilotti, Inc.

The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:


ELECTION OF BOARD OF DIRECTORS

RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

1. KEVIN GHILOTTI, EXECUTIVE CHAIR
2. JENNIFER GHILOTTI
3. JOSEPH MOREIRA
4. ROBERT E LEE
5. DENNIS GILARDI
6. LOREN HUDSON
7. TONY MOORE

DATED: February 22, 2023


Kevin Ghilotti


Robert E Lee


Joseph Moreira

Loren Hudson

Dennis Gilardi

Tony Moore


Jennifer Ghilotti



**RESOLUTIONS ADOPTED BY UNANIMOUS
CONSENT OF THE BOARD OF DIRECTORS**

**of
Team Ghilotti, Inc.**

The undersigned, in a meeting of all of the Board of Directors of Team Ghilotti, Inc. (herein TGI), a California Corporation, hereby adopt the following resolution by unanimous written consent pursuant to the By Laws of the corporation:

ELECTION OF BOARD OF DIRECTORS

RESOLVED that the following persons are elected by the Directors of TGI, Inc. for the term and as authorized by the By Laws:

1. KEVIN GHILOTTI, EXECUTIVE CHAIR
2. JENNIFER GHILOTTI
3. JOSEPH MOREIRA
4. ROBERT E LEE
5. DENNIS GILARDI
6. LOREN HUDSON
7. TONY MOORE

DATED: February 22, 2023


Kevin Ghilotti

Robert E Lee


Joseph Moreira

Loren Hudson

Dennis Gilardi


Tony Moore


Jennifer Ghilotti



September 3, 2024

I, Jennifer Ghilotti, Secretary and Vice President of Team Ghilotti, Inc., certify that the attached is a true copy of the resolution of the Board of Directors of Team Ghilotti, Inc.



Jennifer Ghilotti
Secretary & Vice President
Team Ghilotti, Inc.



BUSINESS TAX RECEIPT

THIS BUSINESS TAX RECEIPT IS ISSUED UPON PAYMENT OF THE BUSINESS TAX AS REQUIRED IN TITLE 6 OF THE PETALUMA MUNICIPAL CODE. ISSUANCE OF THIS RECEIPT DOES NOT CERTIFY THAT ANY OTHER CITY, COUNTY, STATE OR FEDERAL REGULATIONS HAVE BEEN COMPLIED WITH. THE RECEIPT IS ISSUED WITHOUT VERIFICATION THAT THE RECIPIENT IS SUBJECT TO OR EXEMPT FROM LICENSING BY THE STATE OF CALIFORNIA (GOV'T CODE SEC 37101.2)

Account # 0036715
License # L-0805244
Expiration Date 12/31/2024
Establish Date 4/1/2007

Business Type : Contractor
Business Address : 2531 PETALUMA BLVD S
PETALUMA, CA 94952
Contact(s) : KEVIN GHILOTTI
Business Name : TEAM GHILOTTI, INC
Mailing Address : 2531 PETALUMA BLVD S
PETALUMA, CA 94952

Issue Date : 1/1/2024

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES OR IN THE VEHICLE.

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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:

<http://www.dir.ca.gov>

See Important Special Notice in this bid document.

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**COUNTY OF SOLANO
STATE OF CALIFORNIA**

HAY ROAD IMPROVEMENT PROJECT 2024

DIVISION I GENERAL PROVISIONS

1 GENERAL

1-1.01 GENERAL

The work described must be done in accordance with the Caltrans Standard Specifications 2018, Caltrans Standard Plans 2018, Revised Caltrans Standard Specification 4/15/2022, and Revised Caltrans Standard Plans 4/15/2022, 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 are 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 to 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 one thousand dollar (\$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, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Day After Thanksgiving Day, and Christmas Day.

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

The lowest bid shall be the lowest total of the bid prices on the base contract and the deductive bid item.

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 form for listing of subcontractors is included in the bid book; **Solano County Bidder's List of Subcontractors is due within 48 hours after bid opening** and Subcontractors 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 (PUB CONT CODE §§ 10221 AND 10222)

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. Attention is directed to Section 3-1.05, "Contract Bonds (Pub Cont Code §§ 10221 and 10222)" of the Standard Specifications.

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 2018 Revised Caltrans Standard Specifications dated 04/15/2022 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

Survey staking for this project will be limited to a nail and shiner with station identification at the project centerline, along with cut sheets showing offsets to the finish edge of pavement. County will provide survey for Contractor requested Survey Staking. Contractor shall be responsible for flagging for the County Surveyors for requested construction survey.

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. Secure at your own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

5-1.43E Alternative Dispute Resolution

5-1.43E(1) General

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

5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE

When the work is complete, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer recommends a relief of maintenance and a final contract acceptance. Immediately after the relief of maintenance, you are relieved from:

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

The formal acceptance 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 Driveable 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 Driveable 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 Driveable

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. Edge line 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
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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 Comprehensive 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 (\$5,000,000.00)** 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 (\$1,000,000.00)** combined single limit for each occurrence.
3. Each said comprehensive 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 thirty (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 thirty (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

8-1.02C Level 2 Critical Path Method Schedule

8-1.02C(1) General

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

Submit baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of Contract work requirements. Perform work in the sequence indicated on the current accepted schedule.

CPM must conform to the provisions of Section 8-1.02C Level 2 Critical Path method Schedule.

The payment for CPM level 2 is included in the various bid item of work. No additional payment will be allowed.

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 must 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 cannot 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 must begin to prosecute the work. The work under this contract must be completed within

THIRTY-FIVE (35) WORKING DAYS

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 will pay to the County of Solano the sum of \$4,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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 are 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.

Section 9-1.17D, "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 day thirty (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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DIVISION II GENERAL CONSTRUCTION

10 CONSTRUCTION DETAILS

10-1 GENERAL

10-1.01 ORDER OF WORK

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

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

Contractor must submit for Engineer's acceptance, a Stormwater Pollution Prevention Plan (SWPPP) prior to the start of any ground disturbing activities. The Contractor may commence ground disturbing activities after the Engineer has reviewed and accepted the SWPPP(s).

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.

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 can 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.

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 make arrangements 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.

12-1.04 PAYMENT

County has determined the cost of furnishing flaggers including transportation using Force Account Methods. County will pay the cost at the rate as shown in the bid schedule. Flagging is from the time that the roadway goes under control of the Contractor's flaggers, until the time that the roadway goes off of the control of the Contractor's flaggers. This does not include set-up or take-down, as those costs shall be included in Traffic Control System for Lane Closure.

Flagging shall be paid in accordance with the Special Provisions as shown above. The Contractor will be paid at the listed unit price for these items. The Estimated Quantity is for bid purposes only. Payment will be based upon actual hours used. Unit price adjustment resulting from a change of more than 25% does not apply to these items.

12-3 TEMPORARY TRAFFIC CONTROL DEVICES

12-3.11 CONSTRUCTION AREA SIGNS

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction warning and guide signs shall have black legend and border on orange background except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The term "Construction Area Signs" shall also include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designed on the plans as construction area signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manners specified for construction area signs and the following:

12-3.11A General

12-3.11A(1) Summary

Section 12-3.11 includes specifications for placing construction area signs. 04-17-20

Construction area signs include general information signs and all temporary signs and object markers required for the direction of traffic within the project limits. 10-18-19

12-3.11A(2) Definitions

background: Dominant sign color.

legend: Letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters that are intended to convey specific meanings on traffic signs.

12-3.11A(3) Submittals

Reserved

12-3.11A(4) Quality Assurance

Reserved

12-3.11B Materials

12-3.11B(1) General

Construction area sign must be the product of a commercial sign manufacturer.

The style, font, size, and spacing of the legend must comply with the Standard Alphabets published in the FHWA's Standard Highway Signs Book.

The sign must be visible from 500 feet and legible from 300 feet at noon on a cloudless day and during the hours of darkness under an illumination of legal low-beam headlights by persons with 20/20 vision or vision corrected to 20/20. A fabric sign panel on a portable sign is not subject to the visibility and legibility requirements for headlight illumination during the hours of darkness.

Construction area warning and guide signs must have a black legend on a retroreflective, fluorescent orange background. W10-1 advance warning sign for highway-rail grade crossings must have a black legend on a retroreflective fluorescent yellow background.

12-3.11B(2) Stationary-Mounted Signs

Stationary-mounted sign must comply with section 82-2.

A temporary sign support of any type placed within 15 feet from the edge of the traveled way must comply with the specifications for a Category 2 temporary traffic control device.

The signpost must be good, sound wood posts with the breakaway feature as shown for a roadside sign.

Fastening hardware and back braces must be commercial-quality materials.

12-3.11B(3) Portable Signs

Each portable sign must consist of a base, standard or framework, and a sign panel. Units delivered to the job site must be capable of being placed into immediate operation.

A sign panel for a portable sign must comply with the specifications for a stationary-mounted sign panel or be fabricated from one of the following materials:

1. Type VI, retroreflective, elastomeric roll-up fabric
2. Non-retroreflective, cotton, drill fabric
3. Non-retroreflective, flexible, industrial, nylon fabric
4. Another type of fabric if authorized

Do not use non-retroreflective portable signs during the hours of darkness.

The bottom of the portable sign panel must be at least 1 foot above the edge of the traveled way.

12-3.11B(4) Temporary Object Markers

A temporary object marker must be mounted on a stationary wood or metal post and must comply with section 82.

A marker panel for a Type N (CA), Type P (CA), or Type R (CA) object marker must comply with the specifications for a marker panel for a stationary sign panel in section 12-3.11B(2).

A target plate, post, and the hardware for a Type K (CA) and Type L (CA) temporary object marker must comply with the specifications for these items in section 82.

12-3.11B(5) General Information Signs

12-3.11B(5)(a) General

Not Used

12-3.11B(5)(b) Construction Project Funding Identification Signs

Construction project funding identification sign must:

1. Comply with:
 - 1.1. Section 6F.109(CA) of the California MUTCD
 - 1.2. Section 82-2.02E
 - 1.3. Specifications on the Department's Safety Programs website
2. Be 48 by 30 inches for local roadways
3. Be 96 by 60 inches for conventional highways
4. Be 132 by 78 inches for freeways and expressways

12-3.11C Construction

12-3.11C(1) General

Place all construction area signs outside of the traveled way. Do not block a bicycle or pedestrian pathway with a construction area sign.

Place, install, maintain, and remove temporary object markers shown as construction area signs as specified for construction area signs.

Maintain accurate information on construction area signs. Immediately replace or correct signs that convey inaccurate information.

During the progress of work, immediately cover or remove unneeded signs.

Cover each unneeded sign such that the message cannot be seen. Securely fasten the cover to prevent movement from wind.

Check each covered sign daily for damage to the cover and immediately replace any cover if needed.

Clean each construction area sign panel at the time of installation and at least once every 4 months thereafter.

Be prepared to furnish additional construction area sign panels, posts, and mounting hardware or portable sign mounts on short notice due to changing traffic conditions or damage caused by traffic or other conditions. Maintain an inventory of commonly required items at the job site or make arrangements with a supplier who is able to furnish the items daily on short notice.

Replace any damaged construction area sign or repair the sign if authorized.

Remove any sign panel that exhibits irregular luminance, shadowing, or dark blotches at nighttime under vehicular headlight illumination.

12-3.11C(2) Stationary-Mounted Signs

Install stationary-mounted signs as described for the installation of roadside signs except:

1. Back braces and blocks for sign panels are not required for signs 48 inches or smaller in width and diamond-shaped signs 48 by 48 inches or smaller.
2. Bottom of the sign panel must be at least 7 feet above the edge of the traveled way.
3. You may install a construction area sign on an above-ground, temporary platform sign support or on an existing lighting standard or other support if authorized. Do not make holes in a standard to support the sign if it is installed on an existing lighting standard.
4. Post embedment must be at least 2.5 feet if the post hole is backfilled around the post with commercial-quality concrete. The concrete must contain at least 295 pounds of cementitious material per cubic yard.

The Engineer determines the post size and number of posts if the type of sign installation is not shown.

Excavate each post hole by hand methods without the use of power equipment. You may use power equipment where you determine that subsurface utilities are not present in the area of the

proposed post hole if authorized. The post-hole diameter must be at least 4 inches greater than the longest cross sectional dimension of the post if it is backfilled with commercial-quality concrete.

Furnishing, installing, maintaining, moving, and removing any additional construction area signs if ordered is change order work.

12-3.11C(3) General Information Signs

12-3.11C(3)(a) General

Not Used

12-3.11C(3)(b) Construction Project Funding Identification Signs

Do not add information to a construction project funding identification sign unless authorized.

Install construction project funding identification signs before starting major work activities visible to highway users.

Mount construction project funding identification signs on a wood posts under section 82-3.

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.

12-4.04D PAYMENT

The contract bid item lump sum price for Traffic Control System for Lane Closure shall include full compensation for set up and removal of temporary traffic control signage, maintenance of signage, gaining access to the site, and providing for public safety.

13 WATER POLLUTION CONTROL

13-1 GENERAL

13-1.01 GENERAL

13-1.01A General

Water pollution control work must 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**.

13-3 STORMWATER POLLUTION PREVENTION PLAN

13-3.04 PAYMENT

For a project with 60 original working days or less, the County pays for prepare stormwater pollution control plan as follows:

1. Total of 75 percent of the item total upon authorization of the SWPPP
2. Total of 100 percent of the item total upon Contract acceptance

The County does not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for nonvisible pollutants if WPC practices are not implemented before precipitation or if you fail to correct a WPC practice before precipitation.

The County pays:

1. \$500 for each authorized rain event action plan
2. \$2,000 for each authorized stormwater annual report

The County does not adjust the unit price for an increase or decrease in the quantity of:

1. Rain event action plan
2. Storm water sampling and analysis day
3. Storm water annual report

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.

15 EXISTING FACILITIES

15-1.03 CONSTRUCTION

15-1.03A General

There is an existing Kinder Morgan petroleum line that runs parallel the roadway on the north side. Locations shown on plan are for informational purpose only, actual location is to be verified by the Contractor.

Raise Iron consists of adjusting manhole covers, utility box, and monument well covers to grade when directed by the Engineer.

15-1.03C Salvaging Facilities

Salvaged material must be transported daily to the Solano County Corporation Yard at 3255 North Texas Street, Fairfield, CA.

15-1.04 PAYMENT

The contract bid unit price paid by each for Potholing (Vactor Extraction) includes verifying the utilities depth and location including backfilling for utility lines. Backfill is required to be backfilled with 2 sack sand slurry within the new roadway, and within 3 feet of the new roadway. Pothole backfill greater than 3 feet from the new roadway is required to be compacted to 90% with fill material or sand.

The contract bid unit price paid per each for Raise Iron includes full compensation for lifting rings, and/or utility ring spaces with covers, concrete to finished, concrete collar, and adding black dye to concrete surface to match pavement if requested by the Engineer

17 GENERAL

17-2 CLEARING AND GRUBBING

17-2.04 PAYMENT

The contract bid unit price paid for Clearing and Grubbing shall conform to Section 17 of the Standard Specification. Full compensation for conformance to these standards (including scarifying and mowing), will be paid as a lump sum that encompasses the entirety of the project locations.

19 EARTHWORK

19-2 ROADWAY EXCAVATION

19-2.03 SURPLUS MATERIAL

Surplus materials is to be disposed of outside the Right of Way by the Contactor.

19-2.03H DITCH EXCAVATION

Roadside Ditch consists of constructing a v-ditch parallel to the roadway at a 2:1 slope. The ditch transitions must tie back to the existing features.

A material staging area is available for the Contractor's use at the intersection of Hartley and Allendale Roads in Solano County.

19-2.04 PAYMENT

The contract bid unit price paid per linear foot of Roadside Ditch includes full compensation to excavate to grade, construct a new ditch, compact earthen materials, off-site hauling of materials, and trim slopes as shown in the Contract Plans.

19-9 SHOULDER BACKING

19-9.01 GENERAL

In areas of the roadway where there is no edge widening work, shoulder backing to be paid under Shoulder Backing and Shoulder Backing (Placement) bid items.

19-9.02 MATERIALS

Construct shoulder backing with grindings, local borrow, imported borrow, or aggregate base.

Import is defined in section 19-7.01B of the Standard Specifications, except where shown on the plans and as directed by the Engineer. Materials from edge widening operations may be used as shoulder backing. The Contractor cannot use man made refuse in imported borrow including:

1. Metal
2. Rubber
3. Mixed debris
4. Rubble

Recycled AB is allowed. On site grindings are allowed. Grindings must be followed grading requirements in this section.

Import borrow is available for the Contractor's use at the intersection of Hartley and Allendale Roads in Solano County.

Shoulder backing material shall be clean and free from organic matter and other deleterious substances. Import may include any combination of broken stone, crushed gravel, natural rough-surfaced gravel, sand, and processed reclaimed asphalt concrete pavement, Portland cement concrete pavement, lean concrete base, and cement treated base. Shoulder backing material shall conform to the following grading requirements:

Shoulder Backing Grading Requirements

Sieve Sizes	Percentage Passing
2"	100
1"	75 - 100
3/4"	65 - 100
No. 4	35 - 60
No. 30	10 - 35
No. 200	5 - 15

Sand Equivalent for shoulder backing material shall be from 10 to 35 determined in conformance with California Test 217 except if 100 % reclaimed asphalt concrete pavement is used, the Sand Equivalent requirement is 10 minimum.

If a combination of broken stone, crushed gravel, natural rough-surfaced gravel, and sand material is used, Import material shall conform to the following quality requirements:

Shoulder Backing Quality Requirements Using Non-Reclaimed Materials

Specification	California Test	Requirement
Sand equivalent	217	10 - 30
Percentage crushed particles (% min.) ^a	205	
One fractured face		75
Two fractured faces		50
Durability index (min.)	229	25

Note:

^a Applies to material retained on No. 4 sieve only

Import material shall have a minimum unit weight of 105 pounds per cubic foot determined in conformance with California Test 212 using the Rodding Method.

19-9.03 CONSTRUCTION

Prior to placement of shoulder backing material, basement material shall be scarified to a minimum depth of 0.25 foot. Immediately prior to placement of shoulder backing material, scarified material shall be watered. Shoulder backing material shall be placed, watered, and rolled a minimum of two passes with a steel drum roller weighing not less than 8 tons to form a smooth, compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Do not place excavated material from edge widening operations in existing ditches.

Materials generated from roadway excavation operations cannot be deposited in the County roadside ditches. Do not temporarily stage materials generated from roadway excavation operations in roadsides ditches.

Shoulder backing on roads to be widened is included in the price per square foot of Edge Widening. Shoulder back with Import Borrow and Class II Aggregate base is only paid on roads that does not have Edge Widening.

Shoulder backing material shall not be deposited on the finished surface prior to placing it in final position, nor shall it be bladed onto the new surfacing during mixing, watering, and blading operations. Backing material inadvertently placed on the finished surface shall be removed by sweeping and/or washing as directed by the Engineer.

Shoulder backing construction shall be completed along the edges of any portion of new pavement surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and W8-9 (LOW SHOULDER) signs off of and adjacent to the new pavement surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at

successive maximum intervals of 500 feet on tangents and 200 feet on curves. W8-9 (LOW SHOULDER) signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 2,000 feet. The portable delineators and W8-9 (LOW SHOULDER) signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

19-9.04 PAYMENT

Material generated from edge widening construction should be used for shoulder backing. The County has estimated the additional material required to adequately shoulder back the roadway and the material shall be paid under the bid item, Shoulder Backing (F).

The contract bid unit price paid per cubic yard of Shoulder Backing (F) includes full compensation for any and all additional material, compaction, and placement to sufficiently shoulder back the roadway per the standard details shown in the plan.

21 EROSION CONTROL

22 FINISHING ROADWAY

22-1.01 GENERAL

Finish Roadway shall consist of the work outlined in Section 22 of the Standard Specification. Finish Roadway shall also constitute the sweeping of the roadway upon completion, final grading of shoulders and removal of signage, equipment, and excess material from the Right of Way.

22-2.04 PAYMENT

Finish Roadway shall consist of the work as describe upon and in Section 22 of the Standard Specifications and these Special Provisions, including shoulder backing, and shall be paid for in the various items of work.

DIVISION V SURFACINGS AND PAVEMENTS
39 HOT MIX ASPHALT

39-1 GENERAL

39-1.01 GENERAL

39-1.01A Summary

HMA for overlay shall be Type A, and placed using the method compaction process. The asphalt binder mixed with aggregate for HMA Type A shall be Grade PG64-16. The aggregate for HMA Type A shall comply with $\frac{3}{4}$ " grading for overlay.

The method compaction equipment has 3 rollers and shall be done in compliance with these Special Provisions and the Standard Specifications. No in-place density testing, or in-place acceptance testing will be required as long as the method compaction process is followed. HMA mix design will not include Liquid Antistrip Treatment, Aggregate Lime Treatment, or Warm Mix Asphalt Technology.

Pavement Smoothness will be evaluated by the 12 foot straightedge specification in 39-3.04C (2).

39-1.01A (4)(f) Certifications

The contractor will supply Certificates of Compliance for the following:

- HMA
- Asphalt binder
- Asphalt modifier
- Reclaimed asphalt pavement (RAP)

39-2 HOT MIX ASPHALT

39-2.01 GENERAL

39-2.01A General

39-2.01A (3) Submittals

39-2.01A (3)(a) General

The only required submittal for HMA is the Job Mix Formula.

39-2.01A (3)(b) Job Mix Formula

The JMF is only required to contain the mix design documentation and the Safety Data Sheets for asphalt binder and supplemental fine aggregate except fines from dust collectors.

39-2.01C (3)(g) Geosynthetic Pavement Interlayer

No crack repair or sealing shall be performed prior to the installation of the Geosynthetic Pavement Interlayer.

39-2.01C (6) Widen Existing Pavement

39-2.01C (6)(a) Edge Widening

The Contractor shall construct edge widening as shown on the plans to a depth of 6", as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The Contractor shall construct extra depth edge widening as shown on the plans to a depth of 12", as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The Contractor shall widen the road to the appropriate widths. Edge widening constructed outside the limits shall not be measured nor paid for.

Earthwork shall comply with section 19, "Earthwork", of the Standard Specifications.

Excavated material can be used as shoulder backing material. All areas widened shall be shoulder backed. Shoulder backing is included in the price per square foot of edge widening.

HMA shall comply with Section 39, "Hot Mix Asphalt", of these Special Provisions. HMA shall be $\frac{3}{4}$ " Maximum Medium, Type B. The edge widening areas shall consist of a 0.50-foot deep lift placed in two approximately equal lifts.

39-2.01C (15)(b) Method Compaction (HMA Paving)

Method compaction must consist of performing:

1. Breakdown roller must be a vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 12 tons.
2. Intermediate roller must be an oscillating-type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. Finishing roller must be a steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

39-2.01C (15)(c) Method Compaction (Edge Widen)

Each lift of HMA shall be compacted by use of a 36"- 42" double drum vibratory roller or approved equal with minimum 5 passes per lift (or approved equivalent compaction effort). The first 3 of the 5 passes per lift shall be completed before the surface temperature drops below 250 ° F.

39-2.01C (8) Hot Mix Asphalt Leveling

The work consists of placing a leveling course of Type A, 3/8" maximum medium graded Hot Mix Asphalt (HMA) at areas shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

All areas to receive HMA leveling will be located within the limits of work boundaries and outlined in paint on the pavement surface. Outline painting will be completed prior to start of construction by the Engineer.

HMA must comply with "HMA," elsewhere in these special provisions.

Apply a tack coat (paint binder) to the marked areas in advance of placing the leveling layer of the HMA. Place a layer of leveling HMA at all areas marked by the Engineer to fill irregularities, ruts, voids, and depressions. A minimum thickness of 0.04 feet of leveling HMA must be placed at all locations.

Place the HMA leveling course by any mechanical means that will produce a relatively uniform and smooth surface tapered onto the existing asphalt with end thickness of no greater than 0.05 feet. Compact the HMA with a steel drum roller weighing no less than 8 tons.

Main line paving will be allowed to be placed on the HMA leveling course once the surface temperature has decreased below 150 Degrees Fahrenheit.

39-2.02C Construction

Base Failure Repairs (Dig Outs) consists of grinding to 6" below existing grade, excavating material, and installing two (2) lifts of 3/4" HMA (Type A).

39-2.01D Payment

Payment for quantity of 3/4" HMA (Type A) (Mainline & Driveways) is described in the Standard Specification. Full compensation for furnishing, placing and compacting HMA is included in the price per ton. Tack coat material and application is also included in the price per ton of HMA.

HMA Wingouts are to be expected at most mailboxes and all driveways. Payment for the HMA wingouts will be paid by the ton under Hot Mix Asphalt (Type A 3/4") (Mainline).

Two major driveways have been identified in the Contract Plans and will need paving beyond typical wingouts. The Contractor will be compensated at price per Hot Mix Asphalt (Type A – 3/4") (Driveway) at these locations.

Full compensation for furnishing, placing and compacting HMA in miscellaneous areas including end edge tapes is include in the price per ton.

Full compensation for the preparation of the existing surface including sweeping and removal of striping markers is included in the price per ton.

The contract price paid per square yard for HMA Leveling Course includes full compensation for furnishing all labor and for doing all the work involved in partial width blade patching, including HMA placement, compaction and tack coat, as shown on the plans, as specified in the Standard Specifications and these special provisions.

The contract price paid per square foot for Base Failure Repair (Dig-outs) includes full compensation for excavation, furnishing, placing, and compacting HMA as shown on the contract plans. Tack coat material and application is also included in the price per square foot.

The contract bid unit price paid per ton for HMA Leveling (3/8"-Type A) includes full compensation for furnishing and installing tack coat, and 3/8" HMA (Type A) as shown in the plans, and as specified in the Standard Specifications and these Special Provisions. No additional compensation is allowed.

The contract unit price paid per square foot for Edge Widening includes full compensation for quality control plan, quality control testing, earthwork, shoulder backing, HMA, tack coat, saw-cutting or grinding, compaction, removal and disposal of asphalt concrete and incidentals, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

39-3.04 COLD PLANING ASPHALT CONCRETE PAVEMENET

Schedule cold planing activities such that the pavement is cold paned, the HMA is placed, and the area is opened to traffic during the same work shift.

Cold planing asphalt concrete will consist of a conform grind of 3" at the bridge east of the landfill entrance, in advance of State Route 113, and at the landfill entrance.

39-3.04D Payment

The contract price paid per square feet for Cold Planing Asphalt Concrete Pavement includes full compensation for the excavation, removal, disposal, trucking, temporary traffic stripe, and markings.

DIVISION VII DRAINAGE FACILITIES

DIVISION VIII MISCELLANEOUS CONSTRUCTION

78-2 SURVEY MONUMENTS

78-2.01 GENERAL

Existing Monument Wells will receive a new G5 type box with cover. Lids will be marked with the appropriate utility type. Monument Well frame and cover will be paid by the each. Expected depth of Monument wells is ± 6 " below existing grade to be raised 8 inches.

Install Monument Wells in conformance with the provision in Section 78-2, "Survey Monuments" and these Special Provisions.

78-2.04 PAYMENT

The contract unit price paid by each for Monument Well includes auguring, furnishing and placement of concrete to finish grade, placement of approved rated box, adding black dye to concrete surface to match pavement color if requested by the Engineer, resetting and/or replacing approved box and/or concrete if monument wells were damaged by traffic.

78-21 RESETTling AND RELOCATING MAILBOXES

78-21.01 GENERAL

Relocate existing mailboxes where shown on the plans and where directed by the Engineer. Inspect the mailboxes prior to relocation and inform the Engineer of any damaged materials. Replace at your expense any material damaged, at any time.

Maintain mail Delivery to all mailboxes at all times. Cut the post and install the mailbox in 5 gallon weighted buckets to the height indicted in the mailbox installation detail. Place adjacent to the roadway in a manner that the mailperson may place the mail without exiting the vehicle. For all relocated mailboxes, install on a new 4x4 wood post or posts. Reinstall posts in 8-inch diameter x 24-inch deep concreted holes.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

82-1 GENERAL

82-1.01 GENERAL

82-1.01A Summary

Signs and markers must conform to the provisions in Section 82, "Signs and Markers", of the Standard Specifications and these special provisions.

Retroreflective sheeting for metal and flexible target plates must be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

82-3 ROADSIDE SIGNS

82-3.01 GENERAL

82-3.01A Summary

Furnished white signs must be ASTM Type VII or VIII.

Furnished yellow signs must be ASTM Type VII or VIII.

Advisory signs such as W3-1 (Stop Ahead), W1-7 (Thru-arrow) and OM1-3 (Object Marker) must be ASTM Type XI, fluorescent yellow.

Advisory signs such as W11-2 (Ped Xing) and/or other warning signs pertaining to pedestrian crossing must be ASTM Type XI, fluorescent yellow-green.

Stop sign must be ASTM Type XI.

Advance Turn Arrows (M5 series) and/or Directional (M6 series) auxiliary signs are to be a white arrow on a blue background instead of a black arrow on a white background when installed with evacuation route signs.

Border of street name (D3-1 signs) must be 0.375 inch.

Lettering on a post-mounted street name (D3-1 signs) will be composed of initial uppercase letter at least 6 inches in height and lowercase letters at least 4.5 inches in height.

Supplementary lettering to indicate the type of street (such as Street, Avenue, or Road) or the section of the city (such as NW) on the D3-1 and D3-1a signs may be in smaller lettering, composed of initial uppercase letters at least 3 inches in height and lowercase letters at least 2.25 inches in height. Conventional abbreviations (see Section 1A.15 of the CA MUTCD) may be used except for the street name itself.

82-3.04 PAYMENT

The contract unit price paid by each for Roadside Sign is paid per post regardless of the number of sign panels on a post. Full compensation includes the sign panel, post, and installation at the location as determined in the field by the Engineer.

82-9 EXISTING ROADSIDE SIGNS AND MARKER

82-9.01 GENERAL

Remove existing roadside signs (sign panel and post) as shown in the plans. Deliver to 3255 N Texas St, Fairfield CA 94533, and turn over to the sign shop for salvage.

82-9.04 PAYMENT

The contract unit price paid by each for Remove and Salvage Roadside Sign includes the removal, transportation, and off loading of the sign. Salvage signs are to be salvaged at the Solano County Corporation Yard as shown on the plans, and as specified in the Standard Specification and these Special Provisions.

84 MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.04 PAYMENT

The contract unit price paid by linear foot for Thermoplastic Traffic Stripe include material and placement of stripe by each traffic stripe detail as shown on the plan, as specified in the Standard Specifications and these Special Provisions. The unit price paid for Thermoplastic Traffic Stripe includes all paint, tape, providing temporary pavement markings, removal of all temporary pavement markings, replacement of damaged markings, pavement surface preparation and any other work required to install pavement markings as shown on the plans, as specified in the Standard Specification and these Special Provisions. A double line stripe will be considered one (1) linear foot per detail.

The contract unit price paid by square foot for Thermoplastic Markings includes all paint, tape, providing temporary pavement markings, removal of all temporary pavement markings, replacement of damaged markings, pavement surface preparation and any other work required to install pavement markings as shown on the plans, as specified in the Standard Specification and these Special Provisions.

Painted traffic stripe and thermoplastic stripe (4") will not be removed. Painted traffic markings will not be removed. Marker Removal is paid according to Section 39-2.01D.

92 ASPHALT BINDERS

92-1.01 GENERAL

92-1.01A Summary

Apply paint binder (tack coat) to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Full compensation for applying paint binder (tack coat) is considered as included in the contract unit price paid for per ton of HMA and no additional compensation will be allowed therefore.

92 GEOSYNTHETICS

96-1.01 GENERAL

96-1.01A Summary

Geosynthetics Pavement Interlayer (Paving Fabric) will conform to sections 96-1.02J Paving Fabric. Paving Fabric is to be installed 6" from the edge of roadway and will be overlapped by 4" minimum. Geosynthetics Pavement Interlayer (Paving Fabric) are not to extend into tapers.

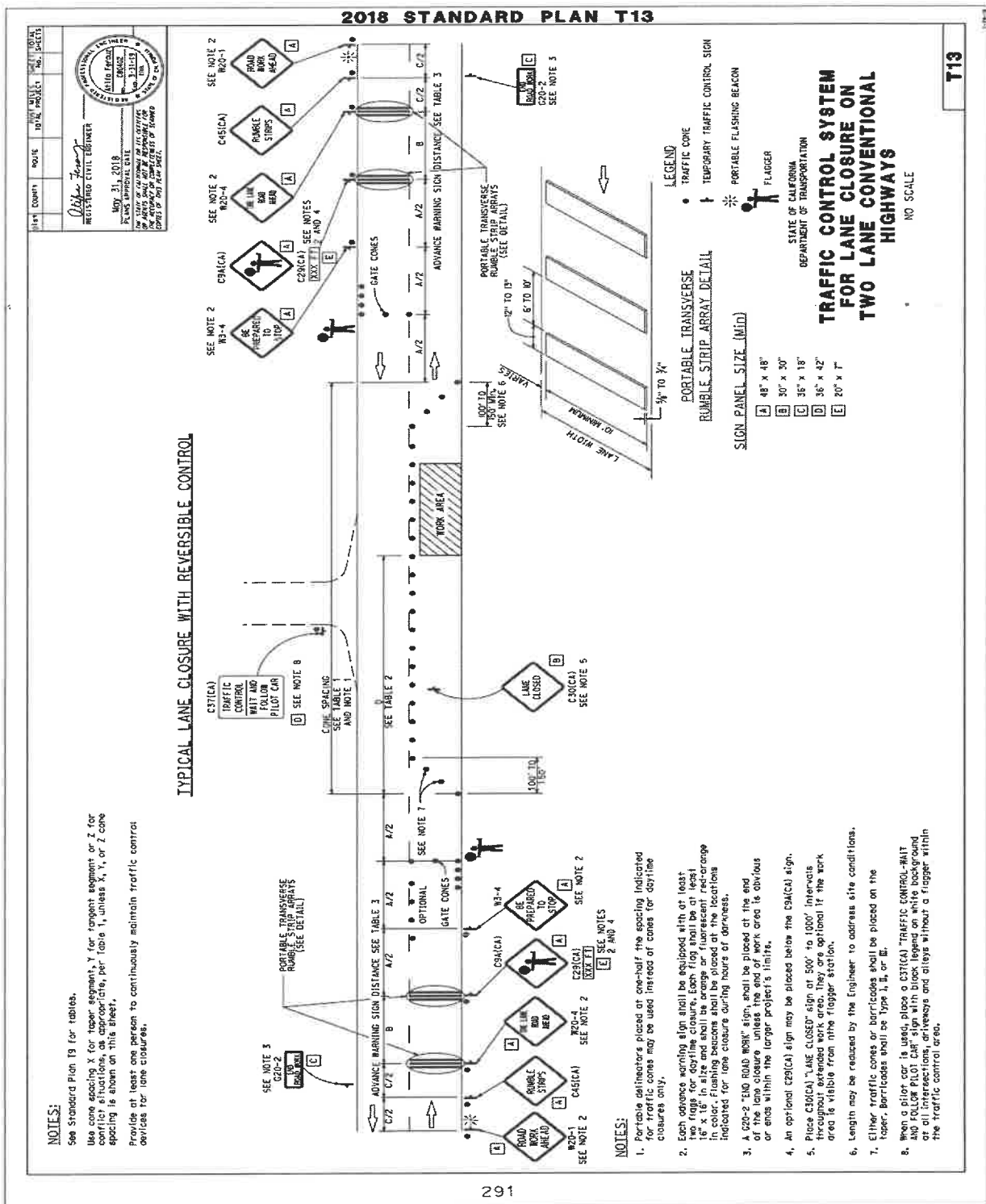
Geosynthetics pavement interlayer will not be placed in any areas to be conform grind or have a taper.

96-1.04 PAYMENT

Full compensation for applying paint binder (tack coat) is considered as included in the contract unit price paid for per ton of HMA and no additional compensation is allowed.

The contract unit price paid by square yard for Geosynthetic Pavement Interlayer (Fabric) includes furnishing materials, tack coat, overlap, and installation

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON TWO LANE CONVENTIONAL HIGHWAYS



END OF DOCUMENT

JAMES BEZEK
Director
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MATT TUGGLE
Public Works Manager
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DEPARTMENT OF RESOURCE MANAGEMENT



**SOLANO
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Public Works – Engineering Services Division

August 8th, 2024

**COUNTY OF SOLANO COUNTY
STATE OF CALIFORNIA**

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

HAY ROAD IMPROVEMENT PROJECT 2024

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. Page 11-12, "Bid Schedule" is to be replaced entirely by Attachment A, "Revised Bid Schedule".
2. Per Caltrans, the disturbed area is greater than 1 acre thus this project will require a Stormwater Pollution Prevention Plan (SWPPP).
3. Page 82, Section 39-2.01C (6)(a) Edge Widening, paragraph two has been amended as follow:

The Contractor shall construct extra depth edge widening as shown on the plans to an additional depth of 3". The total depth of a extra depth edge widening section will be 9"12", as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

4. Page 83, Section 39-2.01C (8) Hot Mix Asphalt Leveling has been amended to include:

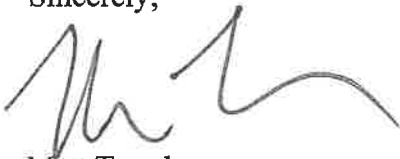
The thickness of the leveling course will be a maximum of 1.5 inch.

5. Page 85, Section 78-2 Survey Monuments, Subsection 78-2.01 General has been amended to include:

New monuments are to be place in the same location as the existing ones after HMA overlay has been placed. Contractor will be required to perform all the necessary work described in the Special Provisions and Plans to complete this work.

Solano County will provide the survey brass discs to Contractor during installation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Tuggle', with a stylized flourish at the end.

Matt Tuggle
Engineering Manager

**ATTACHMENT A
HAY ROAD IMPROVEMENT PROJECT 2024
REVISED BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	MOBILIZATION	LS	1	\$	\$
2	FLAGGING STRAIGHT TIME(S) *	HRS	560	\$ 108.08	\$ 60,524.80
3	FLAGGING OVERTIME (S) *	HRS	140	\$ 128.98	\$ 18,057.20
4	TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE (S)	LS	1	\$	\$
5	CONSTRUCTION AREA SIGNS (S)	LS	1	\$	\$
6	STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$	\$
7	POTHOLING (VACTOR EXTRACTION)	EA	5	\$	\$
8	CLEARING AND GRUBBING	LS	1	\$	\$
9	ROADSIDE DITCH	LF	3150	\$	\$
10	SHOULDER BACKING	CY	46	\$	\$
11	SHOULDER BACKING (PLACEMENT)	LF	612	\$	\$
12	FINISH ROADWAY	LS	1	\$	\$
13	HMA EDGE WIDENING (TYPE A-3/4")	SF	57644	\$	\$
14	HMA EDGE WIDENING EXTRA DEPTH (3 INCH) (TYPE A-3/4")	SF	6219	\$	\$
15	HMA LEVELING COURSE (3/8" MIX) (1.5 INCH MAX)	TON	315	\$	\$
16	HOT MIX ASPHALT (TYPE A-3/4"), MAINLINE (3 INCH)	TON	4732	\$	\$
17	HOT MIX ASPHALT (TYPE A-3/4"), INTX & DRWY	TON	196	\$	\$
18	BASE FAILURE REPAIRS (DIG-OUTS) (HMA TYPE A - 3/4")	SF	4753	\$	\$
19	HMA LEVELING COURSE (PARTIAL WIDTH BLADE PATCH) (PLACEMENT)	SY	3731	\$	\$
20	COLD PLANING ASPHALT CONCRETE PAVEMENT	SF	5683	\$	\$
21	MONUMENT WELL	EA	2	\$	\$
22	ROADSIDE SIGNS (S)	EA	6	\$	\$
23	REMOVE AND SALVAGE ROADSIDE SIGN (S)	EA	6	\$	\$
24	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 6 (4 INCH -YELLOW) (S)	LF	5212	\$	\$
25	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 19 (4 INCH -YELLOW) (S)	LF	1044	\$	\$
26	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 22 (4 INCH -YELLOW) (S)	LF	335	\$	\$
27	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 38 (8 INCH -WHITE) (S)	LF	300	\$	\$

28	THERMOPLASTIC TRAFFIC STRIPE - DETAIL 39 (6 INCH - WHITE) (S)	LF	15628	\$	\$
29	THERMOPLASTIC PAVEMENT MARKINGS (S)	SF	179	\$	\$
30	GEOSYNTHETICS PAVEMENT INTERLAYER (PAVING FABRIC)	SY	26299	\$	\$
			GRAND TOTAL	\$	

*NOTE: Flagging will be paid in accordance with "TEMPORARY TRAFFIC CONTROL" in these Special Provisions. The Contractor will be paid at the listed unit price for these items. This rate includes all markups. Listed Quantity is for bid purposes only. Payment will be based upon actual hours used.

DEPARTMENT OF RESOURCE MANAGEMENT



**SOLANO
COUNTY**

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Public Works – Engineering Services Division

August 14th, 2024

**COUNTY OF SOLANO COUNTY
STATE OF CALIFORNIA**

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

HAY ROAD IMPROVEMENT PROJECT 2024

ADDENDUM NO. 2

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 **Tuesday, August 20th, 2024 at 2pm**, at the Solano County Administration Center (CAC), 675 Texas Street, Suite 5500, Fairfield, California, 94533.
2. The Contractor's Excess Insurance Policy may be used to meet the required general liability limits described in Section 7-1.06 **INSURANCE**
3. Pg. 81 Section **39 HOT MIX ASPHALT** shall be amended to include the following:

"Prior to the start of edge widening operations, the Engineer shall outline the start and stop limits to be cut on a neat line. The Contractor may cut the pavement with a power-driven saw before pavement surface removal or may remove the existing edge of pavement with a tungsten-carbide-bit pavement grinder to the depth indicated."
4. Due to the similar nature of the edge widening and overlay work included in this project, some pages have been omitted from the plans for simplicity. No more sheets will be issued.
5. Leveling Course/Blade patching will be paid under Bid Items 15 & 19. Bid Item 15 will include furnishing the 3/8" HMA and Bid Item 19 will include the installation of the asphalt.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Tuggle", followed by a long horizontal flourish.

Matt Tuggle
Engineering Manager

